

K 2355

**UNION SHOP
CONTRACT**

Between

**ANCHOR GLASS CONTAINER
CORPORATION**

**Automatic Machine
Department**

And the

**GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO,CLC**

Ft. Lauderdale, Florida

**EFFECTIVE - April 1, 2005
EXPIRES - March 31, 2008**

DEDICATION PAGE

“We, the conferees of the 2005 Anchor Glass Wage Conference, wish to recognize Executive Officer Billy Webb for his extraordinary drive, spirit and dedication to both us and our International Union. His influence and insightfulness to bridge the gap between Union and Management will be greatly missed.”

“We would also like to take this opportunity to express our gratitude to former Vice Presidents Jim Rodgers and Ralph (the Ice man) Sidebottom for their contribution to previous Wage Conferences.”

“Our sincere best wishes to all of them on their retirement. Their dedication to the Union movement and solidarity will surely be missed.”

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PREAMBLE

This Contract entered into this 1st day of April, 2005, by and between Anchor Glass Container Corporation, herein called the Company, and the Glass, Molders, Pottery, Plastics & Allied Workers International Union, AFL-CIO, CLC, on behalf of itself as the International Union and as agent for and on behalf of its local unions covered by this contract, herein called the Union, is hereby approved and accepted by the Conference of the Union and the Company at their conference concluded this date, and is a Union Shop Contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees referred to as being in the unit described in Article 1, Union Recognition and Jurisdiction, in accordance with existing Federal Statutes.

Section 1. The intent and purpose of this Union Shop Contract is to maintain and further harmonious labor-management relations upon a constructive and sound foundation. This foundation has as its cornerstone full acceptance and recognition of the obligation and rights of both parties. This foundation embraces a true spirit of full cooperation with both parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous Company.

Any violation of the above shall be subject to the grievance procedure up to and including arbitration.

ARTICLE 1

Union Recognition and Jurisdiction

Section 1. The Company recognizes the Union as the sole Collective bargaining agent for all Apprentice Machine Operators, Journeyman Machine Operators, Machine Upkeep Men, other hourly rated employees who are regularly assigned to the Forming department, all employees in the Machine Repair Department which have such a Department, and employees who devote their full time to the repair and maintenance of forming machines, except supervisors and employees represented by other Unions, in all of the glass container manufacturing plants of the Company. A schedule of rates by labor grade for all employees under the jurisdiction of this Contract except those of Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men shall be a part of this Contract and shall be referred to as Schedule "A" and shall be included in the printed Contract. The representation of all employees under the jurisdiction of this Contract by Local Agreements shall remain unchanged.

Section 2. As a continuing condition of employment, all employees of the Company now and hereafter coming under the jurisdiction of this Contract, shall become and remain members of the Union on the thirtieth (30th) day following the beginning of such employment or the execution, or effective date of this Contract, whichever is later, all to be enforced and applied in accordance with the provisions of Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended.

Section 3. In states where by law an employee may not be required to become a member of the Union as a condition of employment, then to the extent permitted by law, such employee who does not become a member of the Union after thirty (30) calendar days, the effective date or the execution date of this Contract, whichever is later, shall, as a condition of employment, pay to the Union each month an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees who do not choose to become members of the Union, such payments shall commence thirty (30) calendar days following the effective date or the execution date of this Contract, whichever is later.

The Union agrees to indemnify the Company against claims made against it as a result of the application of this Article.

It is further agreed that any group of employees who are employed in any glass container plant of the Company, which plant was not in existence or owned or controlled by the Company on April 1, 1996, and who comprise an appropriate bargaining unit and for whom the Union becomes the recognized or certified bargaining agent shall automatically be included and covered by this Contract and shall be made a party hereto as of the date of such recognition or certification.

Section 4. The operations of any and all types and kinds of automatic glass gathering, blowing and pressing machines coming in the future under the jurisdiction of the Union shall come under these same rules and wage scales.

ARTICLE 2

Duration and Changes

Section 1. This contract shall become effective **April 1, 2005**, and remain in full force and effect through **March 31, 2008**.

Section 2. If changes are desired by either party, notice shall be given to the other party sixty (60) days prior to the expiration date of this Agreement.

Section 3. The parties shall hold a conference at a mutually agreed upon time and place prior to the expiration of this Contract.

Section 4. Local agreements that provide for monetary and/or non-monetary benefits in excess of those provided for in this contract shall continue and shall not be considered to be inconsistent with or in conflict with the provisions of this Contract provided they are reduced to writing no later than **March 31, 2005**, with a copy to the Company's Director of Labor Relations and a copy to the International President of the Union.

All local practices and procedures will remain in full force and effect during the term of this contract unless changed by mutual agreement between the Local Union and the Company.

Any future local agreements shall be put into writing and signed by the Local Union, International Union and the Company.

ARTICLE 3

Union Rights

Section 1. The Company agrees that subject to the provisions of this Contract, the Union shall at all times be free to exercise its rights to advance the best interest of and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be restrained or coerced or discriminated against in any manner, because of his membership in and for activities on behalf of the Union. There shall be no discrimination against any employee because of race, color, religion, sex, age, national origin, disability or veteran's status in the administration and application of the collective bargaining agreement between the Glass, Molders, Pottery, Plastics & Allied Workers International Union AFL-CIO, CLC and the Anchor Glass Container Corporation. Any disputes under this Article as with all other Articles of this Contract shall be subject to the Grievance Procedure beginning at Step 2.

Section 2. The Company and the Union both recognize the importance of a continuous operation and the prompt resolution of Labor-Management problems. With this thought in mind, the Business Committee and/or Shop Steward and/or officers during working hours shall be permitted to conduct legitimate business dealing with Union-Management matters, after first giving notification to management. Supervision shall promptly grant permission to leave their work for such purpose. When needed, physical relief will be provided for such Business Committee persons, Shop Steward or Officers. This right shall be exercised reasonably so that it will not interfere with the normal conduct of work. Local Unions shall submit a list of the names of officers, shop stewards and members of the Business Committee to the Company. The Company will be notified of changes in the list as they occur. This section will also apply to an employee who is not working at the plant and is in need of Union representation on a matter that cannot be handled while he is working at the plant.

No local Union Officer, Committee member, or Steward shall be intimidated or disciplined for the legitimate and reasonable exercise of his rights under this Article.

The Company will provide the Union with all information necessary to properly represent its membership.

Section 3. The accredited International Representative of the Union shall, after first advising plant management of such visit and its purpose, be granted the right to visit the plants in matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Contract.

Section 4. The Company shall provide and maintain an appropriate number of glass enclosed bulletin boards in each plant for the exclusive use of the Union or its Local Union. Only items of Union business signed by an officer of the Union or its Local Union may be posted. When requested, each plant will provide mutually agreed upon private room and will supply a file cabinet and desk to be used by the Local Union's officers.

Section 5. When an employee is called to full-time duty by the Local Union, International Union, or AFL-CIO or elected to Public, State or Federal office, he shall be granted leave of absence. Leaves of absence to full-time duty for the Local Union, International Union or AFL-CIO will be granted up to five (5) years, and must be renewed each of these five (5) years with the Plant Manager. Leaves of absence for elected Public, State or Federal office will be granted only for the term of such office. Any extension of a leave of absence beyond the initial terms of office must be approved by mutual agreement between the Company and the Business Committee. Upon termination of the above leaves of absence the employee may return to work covered by this Contract, taking his position on the seniority list indicated by his years of service including time spent on such duties for which leave was granted.

Section 6. Local Plant Management and the Local Union Business Committee will on a monthly basis or will schedule meetings as necessary in order to discuss matters of mutual concern. When requested by the Local Union Business Committee, the Plant Manager will attend such meetings. Written agendas will be prepared and exchanged five (5) working days prior to such meeting. Discussions during the meeting however, will not necessarily be limited to items on the agenda. Minutes or response in writing will be provided as agreed to by the Local Management and Union Business Committee within five (5) working days following the meetings, however, the time limit may be extended by mutual agreement. This meeting will not serve to circumvent the grievance procedure.

Section 7. If any employee is called into a meeting of any nature, he will be afforded Union representation, upon request. If any meeting involves disciplinary action or it can be reasonably determined that the subject matter could lead to future disciplinary action, a Union representative will be present, prior to commencing or continuing with the meeting.

Section 8. An employee working full time for the Local Union shall accrue seniority for the purpose of promotion and layoff, and Company service for the purpose of vacations and pensions and shall be covered by all insurance benefits as outlined in the Company's Insurance Program. Insurance premiums and vacation pay will be borne by the Local Union during an employee's term of office. Service for pension purposes will be credited at the time the employee returns to work for the Company.

Section 9. Local Union Officers, Members of the Business Committee and other designated representatives shall be permitted time off from work for official Union business, outside the plant, after giving the Company forty-eight (48) hours notice. In

emergency situations, the Company will release the employee(s) as soon as qualified replacements can be made available.

Section 10. It is agreed that during the orientation of new employees, the Local Union president or his designee, will be allowed to participate during such orientation, without the employer present, to review the benefits of Union membership. Also, new hires may sign Union Authorization cards at this meeting.

ARTICLE 4

Hiring, Curtailing, Quitting and Discharging

Section 1. The right of the Company to hire and to discipline/discharge employees for just cause is hereby acknowledged. Such discipline/discharge shall be in accordance with provisions of Section 4 and/or Section 5, of this Article. During periods of hiring, the Company will entertain recommendations for employment from the Local and International Union. The Company will not hire employees for the purpose of maintaining them in a lay-off status in anticipation of future job openings. It is understood, however that at peak seasons or during other periods of anticipated labor shortages the Company may find it necessary to train replacements in advance of job openings.

Section 2. Any employee under the jurisdiction of this Contract who desires to quit work with the Company shall give no less than five (5) working days notice to his foreman and shall continue working in accordance with his schedule during the notice period.

Section 3. If the Company desires to lay-off an employee under the jurisdiction of the Contract and the Company predetermines that the lay-off is for more than five (5) working days, it shall give no less than five (5) calendar days prior notice to each individual initially affected employee except in the case of disasters or other causes beyond the control of the Company. The five (5) days notice is not required for temporary lay-offs of five (5) days or less. Said notice of disaster will be given to the news media, radio and television.

Section 4. No employee shall be summarily discharged. The Union can institute formal grievance action at any point in the following procedure:

In all cases in which the Company concludes that an employee's conduct may justify discharge, the employee shall be suspended initially for up to three (3) of the employee's scheduled working days. The Local Union representative designated by the Local Union President shall be notified in writing prior to such suspension and such written notification will detail the reason(s) for the suspension, unless the alleged offense justifies immediate action.

During the suspension period, if requested, the Company will meet with the Union and review the facts of the case. At this time the Company and the Local Union

may agree to the period of time necessary to give the employee an opportunity to explain his position, and the Union and the Company an opportunity to conduct a full investigation of the matter to make sure there is no hasty decision based on inadequate facts. Agreement to the Company's request for a moderate extension of the suspension period will not be unreasonably withheld. At the end of the suspension period, the Company shall, within twenty-four (24) hours, excluding weekends and holidays, notify the Local Union and the suspended employee, in writing, of its final decision and action and the Grievance Procedure can be initiated immediately at the second (2nd) step of the grievance procedure. This section shall not be used for any other purpose.

Section 5. In the event disciplinary action against an employee is necessary, a member of the Business Committee or Shop Steward must be present, along with the Company Representative issuing the discipline. The affected employee will also be afforded the opportunity to be present. However, in any event when the Company reduces such disciplinary action to writing, a copy of same shall be provided to the Union. Disciplinary action shall be effective within forty-eight (48) hours (excluding non-scheduled days) of the known infraction unless extended by mutual agreement between the Local Union and the Company. If such action results in a suspension, it shall start at the beginning of the employee's next scheduled work day (unless extended by mutual agreement) unless the alleged offense justifies immediate action.

In all cases, suspension shall be for consecutive working days. If such suspension falls on Sunday, it is to be considered one and one-half (1 1/2) days, or on a holiday, two (2) days. The Local Union will maintain a Shop Steward available to each shift and the names, addresses and telephone numbers of the members of the Business Committee and the Shop Stewards will be available to the Company on a current basis. The Company may delay the start of disciplinary suspension, if the first day of such suspension is Sunday, and/or interrupt the consecutive days of disciplinary suspension in cases where one and one-half (1 1/2) days calculation will create a part shift scheduling problem when the employee returns from suspension.

Section 6. Circumstances which could have a mitigating effect on discipline will be considered in assessing discipline.

ARTICLE 5

Check-Off

Section 1. The Company shall check-off initiation fees and union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct such dues at the times (weekly, biweekly or monthly) and in the amounts certified to the Company by the Secretary-Treasurer of the International Union and once each month and not later than by the fifteenth (15th) day of the month following the month for which deductions were made send to the International Union and to the Local Union their respective shares as certified by the Secretary-Treasurer of the International Union, and will supply the International Secretary-Treasurer of the Union and the Financial Secretary of each Local Union, a list of all members with their social

security numbers and addresses, who have had their dues deducted in the regular dues deduction period. The check-off list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such submissions. The payment of dues shall be by electronic transfer. Each local union covered by this agreement will have the option of receiving the check-off list and/or payment of dues in the same electronic format. If for any reason an employee's dues have not been deducted at the time of the regular dues deduction period, the Company will make such deduction at the next deduction period in which the employee has sufficient earnings. The International will indemnify the Company against all claims made against it by reason of compliance with this Article.

The Company will supply monthly a list of active employees who did not pay Union dues. In addition, the Company will supply monthly, a list of employees who are receiving Workman's Compensation, weekly accident and sickness benefits, laid off or who have retired.

Section 2. New employees may sign check-off authorization and application blanks upon receiving employment. After thirty (30) calendar days the Company shall then process each new employee in accordance with the first section of this Article. The International Union shall supply the Company with all necessary forms.

Section 3. The Company shall check off Political Action Committee (PAC) contributions on presentation of PAC check off authority signed by the employee. The Company will make such PAC deductions weekly in the amount authorized by the employee on the PAC check off authorization form. The Company will then, once each month, send to the Secretary-Treasurer of the International Union and to the Financial Secretary of the Local Union their respective shares as designated on the employee's PAC check off authorization form. The Company will, at the time the monthly remittance is made, furnish to the International Union and the Local Union a list of the employees who have made contributions for the month and the amount of the contribution made. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

ARTICLE 6

Membership List

Section 1. Each employee shall be responsible for furnishing to the Human Resource office of the Company and to the Recording Secretary of the Local Union, his mailing address and a telephone number at which he can be reached, and shall likewise furnish changes in his mailing address and telephone number. Such mailing address and telephone number may be used by the Company in giving any notice to the employee, which may be required under any of the Articles of this Contract. The Company shall not later than the first day of each month furnish the Secretary-Treasurer of the International Union and each Local Union involved with a current and corrected list of names and addresses of employees coming under the jurisdiction of this Contract. Such list shall also be made available in an electronic format. The International Union and the Company will

determine the proper format for such electronic list. Each Local Union covered by this Agreement will have the option of receiving the list in the same electronic format.

Section 2. The Company shall furnish fifteen (15) copies of the corrected and current seniority list to the Local Union every three (3) months.

ARTICLE 7

Seniority

To be applied only at the following locations:

Henryetta, OK

Shakopee, MN

Warner-Robins, GA

Section 1. Plant Seniority is defined as the total length of time the employee has been employed in the plant.

Section 2. The first thirty (30) calendar days from the date of work of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. Said thirty (30) days will be applied to his date of work or transfer to the department in which he was working at the end of his probationary period.

An additional thirty (30) calendar day probationary period will be granted when requested by the Company, if the Union President involved agrees to an extension. At the time of the request, the Company will explain its reason for the extension request. Such request will not be unreasonably denied. Retention as an employee shall be entirely within the discretion of the Company.

After the completion of his probationary period, the employee's seniority will date back to his original date of work.

Falsifications on work applications which do not involve crimes of moral turpitude and which do not endanger or threaten danger to the plant or the security or safety of employees shall not be used against an employee after the probationary period has ended.

Section 3. An employee's seniority is broken by any of the following causes:

- a) Quitting for any reason.
- b) Discharge for just cause.
- c) Remaining on layoff for a period of five (5) years.

d) Failure to accept offer of employment within his classification during a period of layoff. Said recall to be in accordance with Section 12 of this Article. At the time of recall, the Company will advise the employee of the expected length of recall. Should an employee elect to refuse recall, he may do so by taking a voluntary layoff, providing there is another employee available who is qualified to fill the vacancy. If the employee elects to take a voluntary layoff, he must do so under provisions of Section 7 and 8 of this Article. Where the Company is unable to secure sufficient help from layoff on a voluntary basis, the work will be assigned to the least senior qualified employee on layoff within his classification.

e) Failure to report off from work for three (3) consecutive working days.

Section 4. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract may be returned by the Company to a job under this Contract without loss of seniority already earned, unless terminated for just cause. Up to sixty (60) days he will return to his former classification. After sixty (60) days he will replace the least senior employee in an entry level job within the plant on the basis of plant seniority. Such an employee shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit. The provisions of this Section 4 will be extended to an employee transferred to a position not under this Contract and also not in the plant of his employment in the bargaining unit provided he returns to such bargaining unit within one (1) year from the date of his transfer from the bargaining unit. After one (1) year, he will be considered a new hire.

Section 5. When a reduction within a classification is necessary, the employee with the least plant seniority within that classification will be reduced first. The reduced employee may displace the employee with the least plant seniority in another classification rate equal to or lower than the current classification, provided the employee has more seniority, and the ability to perform the work.

Section 6. Should an employee not have enough Plant Seniority to avoid layoff, he may exercise his Plant Seniority to displace any employee in the plant, regardless of rate, providing he has the ability to perform the job.

Upon request, no employee will be refused the opportunity to be trained to be qualified under this Section in accordance with his seniority in the following classification: Selector-Packer/Line Controller, Palletizer Operator/Piler, any entry job and laborer in Labor Grade six (6) and below. The number of people assigned to these training opportunities at any one time will be in line with the Company's operating needs and its ability to maintain a skilled and efficient workforce.

Section 7. Should a senior employee within a classification elect to take a voluntary layoff rather than the junior employee being laid off, he shall be permitted to do so provided the remaining employees are capable of performing the required work and the Company does not have to hire employees to operate the plant. An employee on voluntary layoff shall only be recalled to the classification held at the time of the

voluntary layoff. However, if the employee was in the classification because of a previous reduction, and an opening occurs in his original classification, he will return to the original classification.

Section 8. The Company will indicate the anticipated length of the layoff at the time of the layoff. If, at the expiration of the anticipated layoff period, said employee(s) have not been recalled to work, they may contact the Personnel Office and indicate their desire to alter their voluntary layoff status. Said employees shall be returned to work in line with Section 5 and 6 of this Article, within five (5) days of this notification. In the event the Company cannot anticipate the length of the layoff, an employee on voluntary layoff will have the right to apply this Section once any time after sixty (60) calendar days from time of their voluntary layoff.

Section 9. The above provisions in Section 5 and 6 of this Article do not apply to layoff of three (3) days or less, or in the case of color change or holiday shutdown or holiday startup, five (5) days or less.

Section 10. The following types of seniority are recognized in the layoff procedure:

- a) Plant Seniority for a layoff of more than three (3) days except in case of color change or holiday shutdown or holiday startup.
- b) Plant Seniority by shift on layoff of three (3) days or less, or five (5) days or less in the case of a color change or holiday shutdown or holiday startup.

Section 11. Layoff, Recall, Call-In Provision:

Employees laid off under this Article shall have recall rights for five (5) years and shall have the option of being placed in one of two categories.

Category #1: Laid off subject to "recall."

Category #2: Laid off subject to a "Call-In" procedure to be established by mutual agreement between the respective plant management/Local Union Business Committee.

Employees opting to be placed in Category #1 shall not be recalled unless the Company has at least five (5) working days of work available for them within a calendar week.

Employees opting to be placed in Category #2 shall be subject to Call-In based on the procedure established by plant management/Local Union Business Committee.

If no employees opt for Category #2 the Company shall reserve the right to designate up to twelve (12) persons starting with the least senior employee to be placed in Category #2.

In the event such an employee fails to respond and/or refuses to report to work when called on seven (7) separate days within a running thirty (30) calendar day period of time, such an employee shall be removed from Category #2 and placed in Category #1 and all its provisions unless such failures were for just cause. Such an employee shall not have the right to apply the following paragraph (change of categories) for a period of sixty (60) calendar days.

A person who volunteers for Category #2 and who disqualifies himself through unavailability/refusing work more than twice in a calendar year will not be permitted to re-apply for Category #2 during that calendar year. Employees shall have the right to change their Categories twice in a calendar year after giving the Company at least five (5) working days written notice. After such notice the employee shall be placed in the changed Category requested and all its provisions.

Regardless of which Category a laid off employee selects, such an employee shall be covered by all provisions under this Contract.

The Company shall not contest the unemployment benefit of those employees who select Category #2 who are called and not personally contacted.

This language shall not apply in those plants that have local agreements and/or practices that the Local Union and Plant Management wish to continue.

Section 12. Employees on layoff shall be recalled to work in their departments and in the plant by seniority before new employees are hired providing they have the ability necessary to perform the job. For the purpose of recall, each employee shall furnish a mailing address and telephone number at which he may be reached. The sending of a registered letter to the employee's last recorded address shall constitute appropriate notice when an employee cannot otherwise be reached. If the employee fails to return to work within seven (7) days after his receipt of a registered letter or fails to satisfactorily establish a mutually acceptable date or return to work with the Personnel Department, he will be considered to have voluntarily terminated his employment with the Company.

Section 13. A forty-eight (48) hour notice will be given to an employee who is required to change shifts. When it becomes necessary to change an employee's shift, it will be done so as to effect no monetary loss or require any overtime assignment to said employee unless such change is necessitated due to a reduction in work force or cause an operation to be shut down if such change is not made.

Section 14. The Company will maintain a complete seniority list for each department. Such list shall contain the name, date of hire and classification, and no less than every three (3) months furnish the respective Local Union with an up-to-date copy.

Section 15. Temporary vacancies, such as daily absences and vacations, will be filled by the last reduced plant senior job bid holder, on the shift in the department in

which the vacancy occurs. In the event there is not a bid holder, the vacancy will be filled by the plant senior qualified employee on the shift in the department in which the vacancy occurs.

ARTICLE 7

Seniority

To be applied only at the following locations:

Jacksonville, FL

Salem, NJ

Winchester, IN

To Be Applied at Plants Previously Identified As Anchor Plants. Seniority will commence from date of employee's first day of work in the Automatic Machine Department bargaining unit, but will not be effective until the thirtieth (30th) calendar day after employment and will accumulate during his course of employment.

Section 1. During periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off, provided Journeymen Machine Operators and Machine Upkeepmen with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

Section 2. If further reduction of the work force is necessary, those employees with the least seniority under the Automatic Machine Department Contract shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

Voluntary Layoff – Should a senior employee within a classification elect to take a voluntary layoff rather than the junior employee being laid off, he shall be permitted to do so provided the remaining employees are capable of performing the required work and the Company does not have to hire employees to operate the plant. It is understood that such senior employee, desiring a voluntary layoff, may be required to give the Company as much as a five (5) working day notice prior to the beginning date of the voluntary layoff. If possible, the employee desiring the voluntary layoff, will, at the time he requests the voluntary layoff, indicate the date he will return to work. If such return date is not established before the beginning of the voluntary layoff, the employee granted the voluntary layoff may be required to give the Company a five (5) working day notice before he is returned to work. It is agreed that voluntary layoffs will be taken by workweeks. The Company maintains the right to callback employees on voluntary layoff if manning level requirements increase.

Employees other than Apprentice Machine Operators, Journeymen Machine Operator and Machine Upkeepmen under the jurisdiction of this Contract shall be laid off in accordance with local seniority agreements and practices.

Section 3. In the case of temporary layoffs, as hereinafter defined, shift Seniority shall apply immediately in accordance with the provisions of Section 1. Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes temporary layoffs shall be defined as not exceeding five (5) working days. When the layoff will exceed three (3) working days, or in the case of a color change five (5) working days, the seniority provisions of Section 1 shall apply.

Section 4.

a) In like manner, recalling of employees laid off under this Article shall be handled in the reverse order of their layoff.

b) Following any furnace repair, extended machine shutdown or temporary transfer to a higher rated job, the affected Journeymen Machine Operator shall, if he so requests, be considered for reassignment to the same machine he operated prior to such event; provided however, this shall not dilute the Company's right to make machine assignments as indicated in Section 3 of Article 41, Wages of Journeymen Machine Operators.

Section 5. Plant seniority in the Automatic Machine Department bargaining unit plus ability shall govern in cases of promotion.

All bargaining unit vacancies or new jobs that are to be filled, except vacancies in Machine Operator jobs, shall be posted in accordance with this Article. All employees shall have the opportunity to bid for posted jobs and said jobs shall be filled on the basis of plant seniority in the unit, plus ability. The Company will give a copy of the notice, which is posted, to the Local Union. If the posted vacancy cannot be filled in accordance with the procedures in this Contract, the Company may select a person from any other source.

There will be no posting for jobs caused by vacancies of less than thirty (30) working days, jobs resulting from furnace repairs, for job vacancies resulting from illness of employees or less than sixty (60) days. Temporary vacancies are not to be used to train junior employees for permanent vacancies.

After the job vacancy has been posted for eight (8) consecutive days, it will be removed from the Board. Interviews of bidders will be conducted for up to three (3) days after the posting is removed. When the interviews are concluded, the Company shall review the list of employees who have submitted their names. In determining the employees for the job vacancy, seniority plus ability shall govern. Provided the need to fill the vacant job still exists, the Company will, within five (5) days place the employee on the job unless mutually agreed to extend said period.

An employee who is awarded a promotion shall be given a reasonable trial period of up to ninety (90) days on that job in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee will be returned to his former classification. If the Company

disqualifies a person, the Company will discuss the employee's performance with the employee involved and the Local Union President or his designated representative before returning the employee to his former classification.

Section 6. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract will be returned by the Company to a Machine Operator's job provided said employee was a Journeymen Operator when he left the bargaining unit under this Contract without loss of seniority already earned, unless the employee has been terminated for cause. All other classifications will be returned in accordance with Local practices. Such an employee shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit, except where such transfer is between bargaining units represented by the Union.

Section 7. Employees within the plants shall be considered for job openings on starting jobs in the Automatic Machine Department before employees are hired from other sources.

Section 8. Any dispute arising under this Article may be referred to the Grievance Procedure.

Section 9. A layoff longer than five (5) years will be considered as a termination and will cancel all such seniority.

ARTICLE 7A Job Posting Procedure

To be applied only at the following locations:

Henryetta, OK

Shakopee, MN

Warner-Robins, GA

Section 1. Job openings or new classifications in a department shall be posted for a period of five (5) days. Any employee desiring consideration must signify his desire by filing an application for the vacancy in writing with the Company within the posting time. Each plant, where necessary, shall work out a satisfactory method whereby both the employee and the Company will have proper verification on all job bids.

Section 2. When a job opening or new classification occurs in a department, it will be offered to the employee with the most plant seniority, who has filed an application for the opening, providing said employee has the capabilities and qualifications to perform the job. Capabilities shall mean the basic requirements necessary to perform the job. Qualifications shall mean the ability to perform the job during a trial and training period of up to thirty (30) calendar days.

Section 3. An employee may bid for any job posted while on vacation provided he does so within the first two (2) days upon his return to work from vacation. Notification of job posting awards will be posted for a period of fifteen (15) days.

Section 4. An employee who bids successfully for a job which has the same or a higher qualified rate but a lower starting rate than his hourly wage rate for the job on which he is currently working shall retain his present hourly wage rate when transferred to his new job until such time as the wage progression for the job exceeds his present rate of pay. At such time and subsequently, the employee's hourly wage rate will be increased in accordance with the steps of the Company's wage progression program for such new job.

Section 5. Steady Days and Frozen Shifts and all jobs other than entry level jobs will be posted as they occur.

In the event an employee who is awarded a steady day shift or frozen shift is removed from such shift, as a result of a reduction of the work force or any other reason other than voluntary removal, such an employee will retain recall right to such a shift for a period of five (5) years from the last day the employee worked on such shift.

A permanent posting for entry level jobs, and jobs of similar kind as hereafter may be established by the Company, if other than steady days or frozen shifts, will be posted in each plant.

All job requests for entry level jobs, desirable hours of work and/or desirable working conditions will be kept in the Personnel Office, in book form, and all requests will be signed and dated. At the time an opening occurs, the personnel department will review the request book and will fill the jobs in accordance with plant seniority. If there are no requests to fill openings and the jobs cannot be filled through this procedure, the Company may fill them by hiring from outside sources.

An employee may indicate his desire for such jobs by filing a dated application in the Personnel Department.

Section 6. Lateral or downward movement will be permitted only one time during the life of this Contract by an employee, except that there shall be no limitation on lateral or downward movement for health reasons, job advancement or in the event of job reduction or elimination. (Job advancement means the potential of greater earning power on the job that the employee is bidding on). A job posting awarded, but not accepted will not count as a move under this Section, provided the affected employee has not abused this privilege.

Section 7. Jobs shall be posted for a period of five (5) days. The successful bidder will be placed on the job within five (5) days following the end of the posting period or paid the rate of the new job, if higher, provided other bid jobs are not involved. When other bid jobs are involved the Company will either place the employee on the job or pay

the new rate, if higher, within fifteen (15) days. During this time period the Company may use a temporary replacement to fill the vacancy. Job posting will include job description, shift job to be assigned to and the rate of pay.

All jobs shall be posted as steady days, fixed shifts, rotating shifts or frozen shifts as they occur, and shall not be changed except as provided for in this Contract.

Section 8. When an employee is awarded a job through the job posting procedure, he will have up to thirty (30) days in which he may elect to return to his previous position. If he so elects, all other employees affected by the original job posting will be returned to their prior jobs.

When an employee is awarded a job through the job posting procedure and that job is subsequently eliminated by the Company, he may elect to return to his previous position. If he so elects, all other employees affected by the original job posting will be returned to their prior jobs. If within five years after the job was eliminated, the Company reinstates the previously eliminated job, the employees, who held the job at the time it was eliminated, will, if they so desire, be returned to said job.

Section 9. Temporary job vacancies of more than forty-five (45) days will be posted and filled in the same manner as permanent vacancies unless said forty-five (45) calendar days is extended by mutual agreement of the parties.

At any location where they are currently posting for jobs of less than forty-five (45) days they will continue to post as in the past.

Section 10. It is agreed that flexible shifts are not required, and will not be imposed or implemented. Therefore, it is understood that when it becomes necessary to change an employee's shift in order to accomplish scheduled work, the Company will solicit volunteers to change shifts. If volunteers are not available, the least senior employee in the job classification will be transferred. Upon completion of the scheduled work, the transferred employee(s) will be returned to their original shift and location.

The parties agree that those employees who are currently working Monday through Friday day shift will not be taken off that shift unless through layoff or mutual agreement to work another shift temporarily.

It is agreed that the above does not affect any of the other stipulations or applications of Article 7, or Article 7A, or local understandings or Local Agreements.

ARTICLE 7

Seniority AMD (Only)

To be applied at the following locations:

Henryetta, OK
Shakopee, MN

Warner-Robins, GA

Section 1. During periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off, provided Journeymen Machine Operators and Machine Upkeepmen with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

a) If it becomes necessary, after applying the above procedure, to retain Apprentice Machine Operators those Apprentice Machine Operators with the greatest number of apprenticeship hours will be afforded the opportunity to operate the machine.

b) It is recognized that the number of apprenticeship hours earned by a new employee will be included in the 4,000 hours necessary to become a Journeymen Machine Operator. However, these aforementioned accrued off-premise hours will not be applicable to the provisions stipulated in preceding subsection (a).

c) It is understood that the aforementioned employees will perform other related duties that do not conflict with their prime responsibility of observing the draining of feeders.

Section 2. If further reduction of the work force is necessary, those employees with least seniority shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

Voluntary Layoff – Should a senior employee within a classification elect to take a voluntary layoff rather than the junior employee being laid off, he shall be permitted to do so provided the remaining employees are capable of performing the required work and the Company does not have to hire employees to operate the plant. It is understood that such senior employee, desiring a voluntary layoff, may be required to give the Company as much as a five (5) working day notice prior to the beginning date of the voluntary layoff. If possible, the employee desiring the voluntary layoff, will, at the time he requests the voluntary layoff, indicate the date he will return to work. If such return date is not established before the beginning of the voluntary layoff, the employee granted the voluntary layoff may be required to give the Company a five (5) working day notice before he is returned to work. It is agreed that voluntary layoffs will be taken by workweeks. The Company maintains the right to callback employees on voluntary layoff if manning level requirements increase.

Employees other than Apprentice Machine Operators, Journeymen Machine Operators and Machine Upkeepmen under the jurisdiction of this Contract shall be laid off in accordance with the provisions of this Contract.

Section 3. In like manner, recalling of employees laid off under this Article shall be handled in the reverse order of their layoff.

ARTICLE 7

Seniority

To be applied at the following locations:

Elmira, NY

Lawrenceburg, IN

Section 1. During periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off the machines; however, should a senior employee within a classification elect to take a voluntary layoff rather than the junior employee being laid off, he shall be permitted to do so provided the remaining employees are capable of performing the required work and the Company does not have to hire employees to operate the plant. It is understood that such senior employee, desiring a voluntary layoff, may be required to give the Company as much as a five (5) working day notice prior to the beginning date of the voluntary layoff. If possible, the employee desiring the voluntary layoff, will, at the time he requests the voluntary layoff, indicate the date he will return to work. If such return date is not established before the beginning of the voluntary layoff, the employee granted the voluntary layoff may be required to give the Company a five (5) working day notice before he is returned to work. It is agreed that voluntary layoffs will be taken by workweeks. The Company maintains the right to callback employees on voluntary layoff if manning level requirements increase.

Section 2. If further reduction of the work force is necessary, those employees with the least department seniority shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

Reduction Procedure

a) In case no such job is available, the affected employee with the necessary ability, shall have a one time option in each department where he has accrued department seniority starting with the department in which he last worked. He will return to any job where he has accumulated dormant seniority and there is a junior employee he is capable of displacing. This will apply to all curtailments and reductions with the exception of color changes which will be defined as not exceeding five (5) days and unforeseen emergencies.

b) If his seniority will not allow any of the above, he may exercise his plant-wide seniority in replacing the least senior employee in the plant provided he has the necessary ability to perform the work of the job. In the event the Company deems the person does not have the ability to perform the work of the job held by the least senior person, the Company will discuss the matter with the Business Committee, with the understanding that if agreement cannot be reached, the matter is subject to the grievance procedure. In this event he may exercise his option for an entry level job held by the least senior employee. However, when management can anticipate a layoff in excess of three (3) days, it shall place senior employees as soon as possible.

In the event one or more employees are using plant seniority as department seniority for purposes of promotion, demotion, transfer, reassignment or layoff, plant seniority with the Company shall be the controlling measure of seniority for all persons bidding and otherwise eligible.

Section 3. In the case of temporary layoffs, as hereinafter defined, shift seniority shall apply immediately in accordance with the provision of Section 1. Temporary layoffs shall be defined as not exceeding three (3) working days. When the Company can anticipate a layoff in excess of three (3) working days, it shall place senior employees as soon as possible. In case no job is available and their departmental seniority is exhausted, plant-wide seniority shall prevail, providing such employee has the necessary ability.

Section 4. In like manner, a recall of employees laid off under this Article shall be handled in the reverse order of their layoff.

Section 5. In case of advancements occurring, the senior employees, based on time of service in the plant plus ability, shall be given preference over less senior employees in the plant. The Company shall post all job vacancies under the jurisdiction of this Contract in accordance with local job posting rules. All employees shall have the opportunity to bid for posted jobs. Notice of such openings shall be posted for five (5) working days together with the rate of the job. All bids shall be in writing and must be made in duplicate. A copy shall be given to the Chairman of the Business Committee. The Chairman of the Business Committee will be advised in writing of the employee awarded the job.

Employees may bid down or laterally for health reasons or to a day job or for experience and training necessary for eventual advancement to a job paying a higher base hourly wage rate, or upon agreement between the Company and the Local Union.

An employee who is awarded a promotion (the successful bidder) shall be placed on the job within fifteen (15) days or receive the higher rate of pay. He shall be given a reasonable trial period in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee shall be returned to his former classification. Such employee who desires to return to his former job classification must so notify the Company no later than thirty (30) days following his placement on his new job.

Section 6. Opportunities to work overtime shall be awarded according to seniority and local agreements. The Company shall be responsible for the necessary call-ins to fill all overtime vacancies. Temporary transfers of employees from one department to another or from one shift to another to avoid payment of overtime will not be made if the transfers result in an increased workload beyond a normal day's productivity to those employees in the department from which the transfers are made.

Section 7. Any dispute arising under this Article may be referred to the Grievance Procedure.

Section 8. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee terminated by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in his prior probationary period within one (1) year prior to such rehire toward the completion of his probationary period.

Section 9. Seniority will commence from date of the employee's first day of work but will not be effective until the thirtieth (30th) calendar day after employment and will accumulate during his course of employment as prescribed in the following regulations:

- a) Seniority of an employee who is discharged or quits for any reason shall cease as of that date.
- b) An employee will have recall rights during a continuous layoff for a period of five (5) years. If an employee has not been recalled at the conclusion of such period, his seniority and recall rights will then be cancelled, and his employment will then be considered to have been terminated for all purposes.
- c) An employee on layoff who fails to report for work within seven (7) calendar days after being notified will be considered as a voluntary quit and will cancel all seniority and reemployment rights unless the Company has been notified and has agreed to an extension of time. If extension is granted, the Local Union will be notified. The Company agrees to notify by registered letter those persons they are unable to contact and the Union will be informed when notification is sent.
- d) An employee absent from work for four (4) consecutive working days without notifying his supervisor will be considered a voluntary quit and will cancel all previous seniority.
- e) Seniority shall accumulate for a period of three (3) years while an employee is absent for non-occupational illness or injury, provided he returns to work as soon as he is able.
- f) If two (2) or more employees start to work on the same day, their position on the seniority list will be determined by the shift on which they start. If two (2) or more employees start to work on the same day and the same shift, their position on the seniority list will be determined by the alphabetical arrangement of their last name on their date of hire.

Section 10. Any employee under the jurisdiction of this Contract transferred to supervisory position not under this Contract may return to a job under this Contract

without loss of seniority already earned under this Contract. This employee under no circumstances will be allowed to displace a bargaining unit employee. Such employee shall apply for a withdrawal card within thirty (30) days after advancement.

ARTICLE 8

Transfer of Employee

In conjunction with the application of Article 32, Plant Closing/Severance Pay, the following procedure shall apply.

Section 1. Upon request of the International Union, a representative of the Company shall meet with a representative of the International Union and the Local Union involved to advise them of the jobs and employees to be eliminated. The Company will advise the International Union and the Local Union at such meeting of job vacancies which may then exist at any of the other plants under the jurisdiction of this Contract.

Section 2. An employee with one (1) year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within thirty (30) days after the date of his termination, make application to the personnel department or the corporate office, of the plant where he was formerly employed specifying the other plants under the jurisdiction of this Contract at which he wishes to be considered for employment.

Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one (1) year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the personnel department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his termination, and for a third year by giving similar notice within ninety (90) days prior to the end of the second year following his termination.

When he is employed at another plant of the Company within such time, he will retain his continuous service benefits accumulated with the Company.

Any such terminated employee who is offered a job in a classification at a plant under the jurisdiction of this Contract and who refuses such job offer shall lose reemployment rights under the provisions of the Contract at that location.

The Company shall determine whether an employee meets its hiring standards and is qualified for employment without regard to race, color, religion, sex, age, national origin, disability, veterans' status, Union affiliation or prior Union activity.

Section 3. The Company and the International Union shall from time to time exchange a list of employees who have been terminated by reason of permanent reductions in the working forces and who are still available for employment, setting forth their job training and qualifications.

Section 4. Notwithstanding the provisions of Sections 1, 2 and 3 of this Article, regarding transfers of employees due to plant closing, the following is applicable to both active employees and employees on layoff at any of the Company's facilities:

a) Such active or laid off employees may notify the Company, in writing, of the job(s) on which he/she wishes to be considered for employment in any of the Company's other facilities.

b) The Human Resource Director (or the appropriate management personnel) will assist the employee in formulating the written notification referred to in (a) above and will forward same to the Human Resource Manager at the location of his choice and a copy of the letter will be maintained in the Human Resource Department at the employee's current work location. Such written notification shall be considered an active request for one (1) year from the date of same. To maintain active status of the request, written notification must be renewed on an annual basis.

c) Any such employee shall be considered for job openings occurring in the facility and classifications requested in the employee's written notification.

d) When the employee is employed at another facility of the Company, he/she will retain his/her continuous service benefits accumulated with the Company.

e) The provisions of Section 4 subsections a, b, and c are not subject to the grievance procedure.

ARTICLE 9

Premium Pay

Section 1. Premium Pay shall be paid in accordance with the following:

(a) Eight (8) hours shall constitute a normal work day.

(b) Forty (40) hours shall constitute a normal work week. For purposes of this Article the work week will extend from 7:00 a.m. Sunday to 7:00 a.m. the following Sunday. Employees under the jurisdiction of this Contract will work when necessary to put machines in order.

(c) Time and one-half (1 1/2) shall be paid after eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, or in the event more than eight (8) hours are worked consecutively, for all hours worked after the first eight (8), even though some hours may fall in the next twenty-four (24) hour period.

For premium pay purposes, an employee's twenty-four (24) hour period begins when he first starts work after the completion of the previous twenty-four (24) hour period, except that if he is directed by the Company to begin work after the start of his regular shift, his twenty-four (24) hour period shall start at the beginning of that

regular shift. All Plants shall apply the above language in this paragraph in the same manner.

Subsequent twenty-four (24) hour periods in the work week start when the employee next begins work after the completion of the preceding twenty-four (24) hour period, except that an emergency call-out will not start a new twenty-four (24) hour period. There is no overlapping of twenty-four (24) hour period. A twenty-four (24) hour period is exactly twenty-four (24) hours long.

(d) Double time (2x) will be paid for all hours worked over twelve (12) hours during any twenty-four (24) hour period; however, double time (2x) will be paid for all hours worked consecutively over twelve (12) hours, even though some hours may fall in the next twenty-four (24) hour period.

(e) Employees will receive the appropriate premium pay, time and one-half (1 1/2) or double time (2x), for all hours worked on their day or days off, providing they have worked their preceding five (5) regularly scheduled work days.

(f) If an employee works his day or days off and was unable to work the preceding scheduled day or days in his work week due to either bereavement, jury duty, holiday, holiday shutdown, vacation, or official Union business or day off under Article 13, Section 7, he will receive premium pay for working such day or days off. The employee's day off shall start at the end of his regular shift and continue until the beginning of his following regular scheduled shift.

(g) In the event any employee's schedule is changed in a payroll week he shall be paid any premium or holiday pay that would have applied to his regular schedule in that payroll week. An employee holding a permanent classification will continue to carry his regular scheduled day or days off while relieving for vacation. The above sentences shall not apply when employees are transferred from their shifts and/or their department during a reduction and/or increase in the work force such as tank repair or increase or decrease in the number of shops.

Section 2. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week.

Section 3. Work on Sundays shall pay time and one-half (1 1/2) except that for work on Easter Sunday, Double time (2x) shall be paid for time worked for a twenty-four (24) hour period.

Section 4. For premium pay purposes, a scheduled day will be considered to have been worked if the employee was unable to work because of bereavement leave, jury duty, holiday, holiday shutdown, vacation, or official Union business. A day traveling under the direction of the Company will also be considered a scheduled day worked, up

to eight (8) hours. Also, a holiday, either worked or not worked, will be considered a scheduled day worked.

Section 5. The Company recognizes that when an employee has worked his regular day off, such employee shall not be required to take time off during such work, week solely to avoid payment of overtime.

Section 6. The Union recognizes and agrees to continuous operation for the term of this Contract. Any employee who is opposed to working on Sunday or Saturday because of his religious beliefs shall only be compelled to work on Saturday or Sunday under the continuous operation plan consistent with the law as interpreted by the United States Supreme Court. Concerted action taken hereunder shall be considered a violation of this Contract.

Section 7. When an employee is transferred to a job paying a higher rate of pay, there shall be no change in the rate of pay unless the job change is for more than thirty (30) minutes. If continued on this placement for over thirty (30) minutes, he will receive the higher rate for the remainder of the shift. When an employee is transferred to a lower paying job for the convenience of the Company, his regular rate will not be reduced. When an employee is transferred to a lower paying job for any other reason, the rate for the lower paying job shall not apply until the following shift.

Section 8. In addition to any holiday pay to which an employee may be entitled, in accordance with the provisions of Section 4 of Article 13, Holidays, double time (2x) shall be paid to all employees for all hours actually worked during the holiday period.

Section 9. Should an employee be injured while performing the duties required for his job and sent home at the direction of the doctor, nurse, or other authorized Company representative, he shall receive payment for a full day's wages at the rate received at the time of the injury.

For such injuries, an employee will also be paid for time lost from his regularly scheduled shift on which he is working as a result of receiving required medical attention as directed by the Company. The Company will not be unreasonable in the application of this Section.

Section 10. Unless specifically provided for in Section 1 of this Article and Sections 2, 3, and 4 of Article 10 and Section 10 of Article 13, overtime or premium time shall not be paid on overtime or premium time. In calculating overtime pay, not more than one (1) basis shall be used to cover the same hours, but the basis which results in the largest amount of overtime or premium pay in a work week or twenty-four (24) hour period shall be used.

Section 11. Overtime shall be voluntary with the individual employee. However, upon request by the Company an employee may work overtime to provide necessary plant maintenance and/or necessary plant protection or to cover a job vacancy until a

replacement can be secured. Employees will have the right to refuse the Company's request to work overtime without recrimination.

Section 12. Subject to the provisions of this Article, practices in effect in each Plant on the effective date of this Contract with respect to overtime shall be continued for the duration of this Contract.

Section 13. Starting and quitting time of the workday and/or work week shall be left to the option of the Local Union and the different Plant Managers. The Company will not change starting and quitting time without discussion with the Local Union and only if production/scheduling requirements require such a scheduling change.

Section 14. All workers asked to work due to unanticipated maintenance repair problems, job changes, or breakdowns, and who do such work after the employee's regular quitting time, and who have not been asked thirty (30) minutes before quitting time to do such work, shall receive four (4) hours of pay or the applicable premium pay, whichever is greater. Pay practices which provide for four (4) hours pay at time and one-half (1 1/2) rather than four (4) hours of straight time will continue.

Section 15. An employee asked to stay over, or come in early for overtime work will be paid the rate of the job or his regular rate, whichever is higher.

Section 16. The number of employees in any department and the duties of such employees shall be determined by the Company.

Section 17. If an employee is requested to work overtime for a specific number of hours, and he begins to work he shall be paid for the hours he is specifically requested to work if released at the Company's discretion or he is notified that he will not be needed at least thirty (30) minutes before the end of the shift. It is understood the Company can assign this employee to other work similar to the work performed for the duration of the work hours requested. The employee shall have the option of working the additionally assigned work or leaving after the initial assignment is completed. If the employee elects to leave after the initial assignment is completed he will be paid only for hours worked.

ARTICLE 10

Reporting and Call-In Pay

Section 1. Any employee under the jurisdiction of this Contract holding a regular position reporting to work at his usual time will be guaranteed at least four (4) hours of work or four (4) hours of pay at the applicable premium time rate set forth in Article 9, Premium Pay unless he has been instructed not to report at least two (2) hours in advance. This policy will not apply during **the first twenty-four (24) hours** of floods, fires, tornadoes, or other disasters, not limited to acts of God, beyond the Company's control. **In addition, this policy shall not apply for the remaining duration of such incident if, during the first sixteen (16) hours of such incident, the Company gives notice of such events to the local radio or television station. Failure to provide said notice will**

result in the payment of the four (4) hour reporting pay to employees reporting to work.

An employee who is called in to work other than during his scheduled time, or asked to begin work prior to his normal starting time, will be paid four (4) hours pay or actual hours worked at the applicable premium time rate, whichever is greater. This policy shall apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift unless he was so notified on the preceding day to report early for his next shift. Preceding day shall be defined as prior to the time the employee has left the plant from his last shift. Pay practices, which provide for four (4) hours pay at time and one-half (1 1/2) rather than four (4) hours pay at straight time will continue.

Section 2. The Company agrees that employees called in early to their regular shift shall not be sent home prior to the end of their regular shift to avoid paying additional hours of work or overtime.

Section 3. When an employee is called in to work and the employee reports to work after the beginning of the shift, he will be paid the appropriate premium pay/shift differential for all hours worked and his base rate of pay plus shift differential for all hours not worked if he works in excess of six (6) hours on such shift, if he has reported to work as soon as he reasonably can after receiving the call-in.

Section 4. When necessary, vacancies caused by absenteeism, or if changes in production schedules result in the need of additional personnel, the Company shall attempt to secure qualified help as quickly as possible, according to seniority, and/or the overtime agreement, whichever is applicable, provided there is no loss of continuity of operations due to delay in securing such help.

The Company will establish at all plants a call-in system which will verify the individuals called, time of call, elapsed time and response received. In those locations where bargaining unit members are used to verify or make calls, such will continue and remain in effect for the duration of this Contract.

Section 5. The Company shall not require the employee, called in for repair service, to work longer than it takes to do the work for which any service call would be made.

Section 6. An employee who is scheduled or accepts an overtime assignment may decline, without penalty, a transfer to a job different than the one the employee was initially offered or scheduled to work.

ARTICLE 11

Shift Differentials

Section 1. All employees under the jurisdiction of this Contract shall be paid premium for work performed on the night shift as follows:

(a) For all hours worked on the first night shift, each employee shall receive twenty cents (\$.20) per hour.

(b) For all hours worked on the second night shift, each employee shall receive twenty-four cents (\$.24) per hour.

Section 2. Shift Differential payments shall be considered as payments additional to all other hourly compensation and will not be considered in the computation of other premium time, vacation, holiday (unless worked), bonus or other similar payments, except as required by law.

Section 3. Employees whose work overlaps two (2) shifts shall be paid the established shift differential for the hours worked in each shift.

ARTICLE 12

Method of Payment

Section 1. All employees under the jurisdiction of this Contract shall receive their earnings in full every week and no more than one week's earnings shall remain unpaid when this payment is met.

Section 2. Pay shortages shall be corrected promptly after notice from the employee affected.

Section 3. All grievance settlements involving pay will be made within the next pay period unless extended by mutual agreement. Mutual agreement will not be unreasonably withheld. The Union will be provided written verification of such payment. The amount paid to the employee as a grievance settlement will be paid by separate check when the payment is made.

Section 4. Any employee who so desires will receive his check by direct deposit, subject to timing requirements of the payroll system and financial institutions.

Section 5. Employees, who are to receive payment for multiple weeks of vacation, will have the option of receiving one (1) check for all weeks of vacation pay or a separate check for each week of vacation pay.

ARTICLE 13

Holidays

Section 1. The following holidays shall be observed during the year:

*New Year's Day, holiday period: three (3) shifts of eight (8) hours; Decoration Day, Independence Day, *Labor Day, Thanksgiving Day, holiday period: four (4) shifts of eight (8) hours; *December 24, *Christmas Day, December 26, December 27, December 28, December 29, December 30, December 31; holiday period: three (3) shifts of eight (8) hours.

* There will be no production on these holidays.

When the Company desires to schedule production on a mandatory no production (asterisk) holiday, it will be at the discretion of the Local Union President(s) to authorize such production work.

Section 2. All holidays shall commence at the beginning of the day shift on the calendar holiday. For premium pay purposes any twenty-four (24) hour holiday period will commence as of the beginning of the day shift on the holiday and any thirty-two (32) hour holiday period will commence as of the beginning of the night shift preceding the holiday.

Section 3. When any of these holidays fall on Sunday but is observed on Monday, and the plant is not in operation on Sunday the holiday period on Monday will be only twenty-four (24) hours. December 24, Christmas Day, December 26, December 27, December 28, December 29, December 30, December 31, and January 1 will be observed on the days on which they occur.

Section 4. All employees who have been on the Company's payroll for thirty (30) calendar days shall be paid eight (8) hours for each of the above named holidays when no work is performed. Such pay will be at the employee's regular base rate of pay or the highest rate of pay which he was paid on the last regular scheduled work day prior to the holiday, whichever is greater. This pay is subject to the following provisions:

a) That such employee must work, or be available for work, on his regularly scheduled working day next preceding and next following the holiday period unless excused by his supervisor. Such excuses shall not be unreasonably withheld. However, no employee shall lose more than one (1) day of holiday pay for an unexcused absence on each of these days.

b) No payment will be made for holidays not worked to employees on sick leave, leave of absence for any reason, or on lay-off except employees who are laid off not more than thirty (30) days prior to a holiday and who meet the requirements set forth in subsection 4(a) hereof. Employees with two (2) or more years of service laid off not more than thirty (30) calendar days prior to Thanksgiving will also be entitled to holiday

pay for Thanksgiving Day holiday period: four shifts of eight hours; December 24, Christmas Day, December 26, December 27, December 28, December 29, December 30, December 31, holiday period: three (3) shifts of eight (8) hours; and New Years day, provided they meet the requirements set forth in subsection 4(a) hereof.

c) An employee absent because of occupational injury or occupational illness, who reports back to work when able to do so, shall receive holiday pay for any holidays which occurred during the first twelve (12) months of such absences. Unless such failure to report back to work was due to the employee becoming permanently and totally disabled in which case the return to work will not be necessary to receive the holiday pay.

d) Work on a holiday shall qualify an employee for holiday pay for that holiday for all employees who have been on the Company's payroll for thirty (30) calendar days.

Section 5. Double (2X) time shall be paid for all hours worked during the holiday period as set forth in Section 1 and in addition, holiday pay will be paid to those employees who work during the holiday period. Holiday hours paid for but not worked which occur after the employee has accumulated forty (40) straight time hours will be paid at the straight time rate. This does not apply to employees who have not completed their thirty (30) day probationary period.

Section 6. Work on holidays shall be voluntary with the individual employee, subject to the provisions of Section 1 relative to non-production, except those employees who must be scheduled to work in order to assure the safety, repair and maintenance of plant and equipment and to prepare for plant start ups. In those instances when the full complement of employees is not assigned to work in the area involved and after the work assignments are made to the key employees to jobs where special expertise is needed then the Company shall have the right to schedule the least senior qualified employees to work in those departments. However, when each individual plant exercises its right to shut down for seven (7) days or more when a holiday or holidays fall, those employees necessary for shipping, safety, repair and maintenance of plant and equipment and to prepare for plant start ups will be scheduled to work during this period. The application of the above in no way shall be interpreted to negate, diminish or otherwise alter the application of Article 9, Section 11, Voluntary Overtime.

Section 7. Any employee who works during a holiday will be granted, upon request, an equal amount of time off without pay. This time off must be arranged with the individual department manager.

Section 8. It is agreed that any employee who works on a holiday will be provided a full days work (eight (8) hours) if he so request.

Section 9. The Company shall give the Local Union a seven (7) day advance notice of its desire to either operate the plant or shut the plant down during a holiday period.

Section 10. Holiday premiums will not be used as an offset in calculating weekly overtime when an employee works the holiday and is scheduled to work Saturday of the same week.

Section 11. When each individual plant exercises its right to shut down production for seven (7) days or more during any period when a holiday or holidays fall, employees will have the opportunity to schedule one (1) week of their vacation during this period.

ARTICLE 14

Vacations

Section 1. Effective **April 1, 2005**, each employee under the jurisdiction of this Contract who has been in the employ of the Company for one (1) year or more and who has worked twelve hundred (1200) hours or more during the qualifying year, shall be entitled to a vacation with pay based on the general schedules of:

Schedule applies to:
Elmira, NY Locals 104 and 180
Lawrenceburg, IN Local 42
Streator, IL Local 174.

One weeks vacation (48) hours pay after one year or more of continuous service;
Two weeks vacation (80) hours pay after two years or more of continuous service;
Two weeks vacation (96 hours pay) after five years or more of continuous service;

Three weeks vacation (120 hours pay) after eight years or more of continuous service;

Three weeks vacation (140 hours pay) after twelve years or more of continuous service;

Three weeks vacation (160 hours pay) after fifteen years or more of continuous service;

Four weeks vacation (180 hours pay) after eighteen years or more of continuous service;

Four weeks vacation (200 hours pay) after twenty years or more of continuous service;

Five weeks vacation (220 hours pay) after twenty-five years or more of continuous service;

Five weeks vacation (240 hours pay) after thirty years or more of continuous service;

For each five (5) years of service after thirty years, the employee will receive an additional 8 hours pay each year thereafter.

Times his permanent base hourly rate.

A vacation week for qualified employees shall begin on the first day of each shift and extend through the last day of that shift. A vacation week shall begin on Monday and extend to the following Monday if mutually agreed between the Company and the employee.

Schedule applies to:

Jacksonville, FL Local 91
Salem, NJ Locals 6, 21, and 157
Winchester, IN Locals 14 and 65
Henryetta, OK Local 48
Shakopee, MN Local 129
Warner-Robins, GA Local 234

After one (1) year or more of continuous service, five (5) days vacation (40 hours pay);

After two (2) years or more of continuous service, ten (10) days vacation (80 hours pay);

After five (5) years or more of continuous service, ten (10) days vacation (96 hours pay);

After eight (8) years or more of continuous service, fifteen (15) days vacation (120 hours pay);

After twelve (12) years or more of continuous service, fifteen (15) days vacation (140 hours pay);

After fifteen (15) years or more of continuous service, twenty (20) days vacation (160 hours pay);

After twenty (20) years or more of continuous service, twenty (20) days vacation (180 hours pay);

After twenty-five (25) years or more of continuous service, twenty-five (25) days (200 hours pay);

After thirty (30) years or more of continuous service, thirty (30) days vacation (240 hours pay);

For each five (5) years of service after thirty years, the employee will receive an additional 8 hours pay each year thereafter.

Times his permanent base hourly rate.

It shall be the Company's prerogative to divide the three, four, or five week vacation period if it thinks it is necessary for the continuity of plant operations. However, once every five (5) years in which an employee is qualified to receive three (3) weeks or more of vacation time off, he shall be permitted to take the full amount of vacation time due him consecutively consistent with the continuity of plant operations.

All employees shall be required to take all vacation due them. No exceptions shall be permitted except in cases of extreme personal hardship mutually agreed to by the Local Union and the Plant Management.

Employees with eight (8) years or more of continuous service will be entitled to take one (1) week of vacation on a one (1) day at a time basis if the Local Plant Management and Local Union agree on a method for handling that doesn't interfere with production. Employees with fifteen (15) years or more of continuous service will be entitled to take two (2) weeks of vacation on a one (1) day at a time basis if the Local Plant Management and Local Union agree on a method for handling that doesn't interfere with production.

Those locations that have one (1) day vacation practices in excess of this Section will continue such practices.

Section 2. Applies to Elmira, Lawrenceberg and Streator-CMR only:

Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than 400 hours but less than 1200 hours shall receive vacation with pay computed by dividing the number of hours worked during the year by 1200, and multiplying the result by the vacation normally due the employee. This is to be paid at the base hourly rate.

Applies to: Jacksonville, Salem, Winchester, Henryetta, Shakopee and Warner-Robins:

Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than four hundred (400) hours but less than twelve hundred (1,200) hours during such qualifying year, shall receive a vacation with pay based on the general schedule of:

a) Two percent (2%) of his total hours worked during such qualifying year times his base hourly rate if he has less than two (2) years of continuous service;

b) Four percent (4%) of his total hours worked during such qualifying year times his base hourly rate if he has two (2) or more years of continuous service;

c) Six percent (6%) of his total hours worked during such qualifying year times his base hourly rate if he has eight (8) or more years of continuous service;

d) Eight percent (8%) of his total hours worked during such qualifying year times his base hourly rate if he has fifteen (15) or more years of continuous service;

e) Ten percent (10%) of his total hours worked during such qualifying year times his base hourly rate if he has twenty (20) or more years of continuous service;

f) Twelve percent (12%) of his total hours worked during such qualifying year times his base hourly rate if he has thirty (30) or more years of continuous service;

Section 3. Any employee who quits or is terminated, for any reason, shall be paid any vacation pay for which he has qualified during the previous qualifying year but which he has not received. In addition, the above terminated employee or his personal representative, shall be paid the amount of vacation earned in the year of such termination in accordance with the appropriate schedule set forth in this Article.

Section 4. Hours lost due to a compensable industrial accident, holiday, or in attendance as an official delegate to the convention of the Union or as official conferee at the Joint Wage Negotiation Conference between the Union and the Company, or on official International Union Business will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualification.

Hours lost by Local Union officers on official Local Union business as authorized by the International Union not to exceed eighty (80) hours per year, will be computed as hours worked for the purpose of vacation hours qualification.

Section 5. No employee will be required to work more than twelve hundred (1200) hours during any qualifying year in order to be entitled to vacation with pay. Any employee who has worked twelve hundred (1200) hours during any qualifying year and is on the Company's payroll at the end of any qualifying year will be entitled to vacation with pay except as provided in Section 3 of this Article.

Section 6. Any employee who is laid off due to reduction in force or who is on sick leave and who has otherwise qualified for vacation with pay as specified above shall be given this vacation with pay on the next payday following his request.

Section 7. Vacation with pay shall be figured on a calendar year basis. The current basis as in each of the Company's plants will continue during the life of this Contract.

Section 8. Payments under this Article, shall be at the base hourly rate of the employee's permanent job classification.

Section 9. Vacation practices regarding the scheduling of vacations will be discussed and agreed to between the Local Union and Plant Management in keeping with local operating conditions. Should the parties fail to reach an agreement, all present practices regarding vacation scheduling will remain in effect for the duration of the Contract. The September notification process, where such presently exists, will continue for the duration of this Contract. Where a location does not have a September notification procedure, they may adopt one by agreement between the parties.

Section 10. Restoration of Service: An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire, shall be given

credit toward vacation rights for prior service with the Company, provided such prior service with the Company was at least two (2) years.

Section 11. Servicemen's Clause: Employees who were employed by the Company prior to their induction shall be entitled to a vacation in accordance with the schedule listed under Section 2. The time period between the date of re-employment and the following anniversary date shall fix the amount of vacation pay due.

a) The fractional vacation plus his regular vacation may be taken any time after the anniversary date following his return.

b) Five (5) year employees shall receive double the schedule in No. 2.

c) Any employee leaving the Company to enter the Armed Services will be given his fractional vacation up to date upon leaving provided he has completed one (1) year of continuous service.

Section 12. When a paid holiday falls during the employee's vacation, holiday pay shall be added to his vacation pay provided that he would have received holiday pay in the normal course of events if he had not been on vacation. Vacation days will be counted as days worked in regard to qualifying for holiday pay as set forth in Article 13, Holidays, Section 4(a).

Section 13. All hours taken off work as vacation hours shall be included in future vacation hour qualification.

Section 14. All vacation checks shall be separate from employee weekly paycheck, upon request.

Section 15. Employees will not be required to take vacation during layoffs or sick leave (including FMLA leave).

ARTICLE 15

Insurance Program

Section 1. The Company shall establish and maintain a comprehensive Group Life, Accident, Major Medical, Weekly Accident and Sickness, Health Program and Dental Program for all covered employees. The Company shall be responsible for the administration of the plan, including the processing of claims and payment of all benefits under the plan. Insurance benefits and other revisions changed as a result of this article shall become effective **January 1, 2006**. Such benefits shall become effective only for new claims which arise on or after the effective date. Claims for benefits that arise prior to the effective date shall be payable under the provisions of the Insurance Program as it existed prior to the effective date.

Employees will design their Employee Life Insurance and AD&D Insurance and Dependent Life Insurance coverages electing from choices outlined in subsequent Sections of this Article.

Section 2. Details of the Company's Program shall be worked out between the Company and the President of the International Union or his designated representative and a copy together with a copy of the Contract to provide for the benefits set forth herein which has been agreed to between the Company and the carrier shall be placed on file with the International President.

Section 3. This Insurance Program shall be integrated with any such program required by any Federal or State Law involving non-occupational sickness and accident benefits or health benefits which now exist or may become effective during the lifetime of this Contract without any cost to employee or additional dependent coverage cost that may be required by a national health program that may be enacted during the term of this Contract, except for employee contributions which may be a part of such National Health Program.

Section 4. The Comprehensive Medical and Dental Benefits of this Insurance Program are coordinated according to standard insurance procedures with benefits from other group plans under which an insured member may also be covered. This procedure is in accordance with the Coordination Provision of the immediately preceding Program. An Employee who waives comprehensive medical benefits and dental benefits coverage for him/herself or his/her spouse shall be paid seven hundred and fifty dollars (\$750.00) per year. In order to receive this payment, proof of coverage under another employer's plan will be required. Coverage under the Program may be reinstated upon loss of coverage under the other employer's plan or during the annual enrollment period.

Section 5. To assure the greatest benefit for the money expended, it is a mutual responsibility of the Company and the Union to police all insurance usage.

Section 6. The following standard provisions are included in the Program:

(a) All hourly employees under this Contract become eligible for coverage under the Insurance Program on the first of the month following completion of ninety (90) calendar days from their date of employment, subject to the provisions of State Disability Benefit Laws as they apply to disability benefits.

(b) Definition of Dependents. The term "dependents" includes the employee's spouse and unmarried children from birth to the twenty-first (21st) birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the children are under legal guardianship of the employee and residing in the employee's household.

Dependent children also includes:

(1) Unmarried children twenty-one (21) years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their twenty-fifth (25th) birthday.

(2) An unmarried child mentally or physically incapable of earning his own living, and who otherwise ceases to be eligible for Comprehensive Medical Expense Benefits due to the attainment of the limiting age may continue to be eligible for Benefits Coverage under the Plan for the duration of the incapacity, provided the insurance does not terminate for any other reason. Proof of incapacity must be furnished to the Insurance Company within thirty-one (31) days after the child attains the limiting age.

(3) A newborn child who, from the date of birth incurs charges for routine nursery care or special hospital services rendered because of disease, injury, congenital abnormality or hereditary complications, is eligible for coverage from birth under the Comprehensive Medical Plan.

(c) If husband and wife are both eligible to enroll for employee benefits, either spouse but not both may enroll for coverage of dependent children.

(d) Continuation of Insurance During a Period of Absence from Work Due to Accident or Sickness.

(1) Non-Occupational Accident or Sickness:

If an employee is absent from work because of non-occupational disability, his Life, Accidental Death and Dismemberment, Sickness and Accident, Comprehensive Medical and Dental coverages will be continued up to six (6) months from the end of the month in which the disability occurs without contribution. Dependent coverages will also be continued for the same period without contributions. Life and Accidental Death and Dismemberment coverages will be continued for the balance of the temporary disability period without contributions. In the event an employee qualifies for permanent and total disability under Group Life Insurance, all other coverages under the Insurance Program will cease, including dependent coverage.

(2) Occupational Accident or Sickness:

If an employee is absent from work because of occupational disability all his coverages under the Program will be continued for the period of temporary disability without contributions. Dependent coverages will also be continued for the same period without contributions.

(3) Continuation of Coverage During Layoff:

If an employee is laid off, all his insurance will be continued up to six (6) months following the end of the month in which the layoff occurs without contributions. Dependent coverages will also be continued for the same period without contributions. If at the end of the six (6) month period, the temporary layoff continues, the Life and Accidental Death and Dismemberment Coverages will be continued for the duration of

the layoff or three (3) years, whichever comes first, without contribution. Employees returning from layoff shall be reinstated immediately.

For those employees laid off due to the idling of a furnace, shop and/or department, such displaced employees group insurance benefits will continue to the first of the month following six (6) months from their last day worked. At any point, during said six (6) month period or thereafter, that such laid-off employee works a cumulative total of one hundred and twenty (120) hours all his insurance will be renewed for the following six (6) month period, as measured from the date of qualification. That is, employees who do not satisfy the one hundred and twenty (120) hour requirement shall have all their insurance reinstated immediately, for the following six (6) months, upon completion of the one hundred and twenty (120) hour work requirement.

In the event that said idled furnace, shop and/or department is restarted those employees previously displaced and called back to work will have their insurance benefits reinstated immediately.

(4) Any extension of coverage under the immediately preceding paragraphs (1), (2) and (3), will cease immediately if the employee dies, retires, goes to work for another employer or becomes self-employed.

(e) Termination of Employment:

If employment is terminated, all coverages under the Insurance Program cease at the end of the month in which the termination occurs, except as required by law.

(f) Conversion Privilege:

Upon termination of insurance the option of converting the Life Insurance and the Comprehensive Medical coverage to individual policies may be exercised by the individual according to the provisions of individual policies made available by the insurance carrier. Coverage continuations as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 will be made available in accordance with the applicable provisions of said act.

(g) Employees terminated as a result of a permanent plant closing will have all their benefits covered under Article 15, Insurance Program, continued for six (6) months from the date of such closing or from the employee's last day worked or his date of termination, whichever is later, without contributions. Dependent coverages will also be continued for the same period without contribution.

An employee who is on layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period under Section 6D (3) without contribution.

In the event the Company fails to provide the ninety (90) day plant closing notice, as set forth in Section 1 Article 32, the six (6) months will be extended by the period of time less than ninety (90) days.

(h) This Article will be administered in accordance with the Tax Equity and Fiscal Responsibility Act of 1982, as amended, and other applicable laws as to medical and related programs as to working employees age 65 or over and eligible dependent spouses aged 65 or over.

Payments for Part B of Medicare for such a working employee and such an eligible dependent spouse are borne by the Company only when the primary coverage is provided by Medicare, and such payments will not exceed those payments made by the Company under the Company's Program.

Section 7. Preferred Provider Organization (PPO) Medical Benefits

(1) Calendar year deductible \$100 per covered member (\$300 maximum family) for in-network and \$150 per covered member (\$400 maximum family) for out-of-network.

(2) Co-insurance is 90% Plan /10% Individual for in-network services and 70% Plan and 30% Individual for out-of network services, unless otherwise specified.

(3) An annual co-payment stop loss limit of \$1,000 per covered member per calendar year and \$3,000 per covered family per calendar year for in-network and \$1,500 per covered member per calendar year and \$3,500 per covered family per calendar year for out-of-network. Then the Plan pays 100% of covered expenses for the calendar year. The following out of pocket expenses only count towards the stop-loss limits:

- All comprehensive medical co-payments;
- All ambulance co-payment
- Calendar year deductible

(4) PPO involves a network of arrangements with suppliers of medical services and/or supplies. Employees and eligible dependents will be enrolled in a PPO where available on the first of the year following approval by the Company, the International Union and Local Union(s). Said approval will not be unreasonably withheld.

When a network physician refers a covered member to a non-network physician or non-network hospital, charges for those out of network services will be covered the same as the network services.

	Effec.	Effec.	Effec.
(5) Weekly Contributions	<u>4/1/2005</u>	<u>4/1/2006</u>	<u>4/1/2007</u>
Employee Only	\$10.00	\$11.00	\$12.00
Employee & One (1) Dependent	\$14.00	\$15.00	\$16.00
Employee & 2 or More Dependents	\$17.00	\$18.00	\$19.00

Unless otherwise specified the following standard procedures apply to the PPO Plan.

- B. Lifetime maximum per covered member \$1,000,000.
- C. After receipt of \$1,000 of benefits or more, individual can have full maximum \$1,000,000 benefit restored if he can prove he has returned to good health.
- D. Automatic yearly restoration of \$5,000 toward maximum benefit of \$1,000,000.
- E. Extended benefits when disabled and insurance canceled-up to 18 months from cancellation date.
- F. Pre-admission notification. When an employee or eligible dependent is considering an operation or entering a hospital or treatment facility for medical care, notice must be given to the designated program administrator prior to the proposed surgery or hospitalization (except for cases of emergency, where notification is required within seventy-two (72) hours after admittance). Employees and eligible dependents who comply with the above requirements will receive the maximum reimbursement allowable under comprehensive medical benefits. If pre-admission notification is not obtained, \$100 deductible for that admission will be imposed over and above any other deductible.

This deductible will not count toward the co-payment stop loss limit of \$1,000 per covered individual.

The following program benefits will be available upon fulfillment of pre-admission notification procedures as provided for in this Section.

- Hospital Admissions
- Second Surgical Opinions
- Individual Case Management
- Length of Stay
- Discharge Planning
- Birthing Centers
- Convalescent Centers
- Home Health Care
- Hospices

- G. Second Opinion-Surgical Consultation Benefit.

The Insurance Program will pay 100% of the reasonable and customary charges of a consulting physician for a covered surgical consultation, and the reasonable and customary charges for any laboratory or x-ray examinations made in connection with the consultation, without application of the deductibles.

A "consulting physician" must be certified by the American Board of Surgery or other specialty board. Consultations provided before and after the employee or dependent enters the hospital for the proposed surgery are covered under this benefit. A surgical

consultation may be requested by the employee, dependent or the operating physician when the proposed surgery is actually performed. This consultation will be covered at 100%.

Benefits are not payable for consultations provided in connection with a normal obstetrical procedure, any procedure for which a surgical expense benefit would not be payable under the Insurance Program and the proposed procedure must require more than local infiltration anesthesia and be non-emergency in nature.

A third opinion will be covered on the same basis as the second opinion in those situations where the second opinion does not confirm the recommendations of the operating physician.

H. Pre-admission Testing Benefits. Pre-admission is covered at 100% without the application of the deductible. Charges for hospital admission for diagnostic purposes will be reimbursed if the admission is medically necessary, or if the tests cannot be performed on an outpatient basis.

I. Week-end Admission. In no event, unless on an emergency basis, shall an employee be admitted to a hospital between 12:00 Noon Friday and 12:00 Noon Sunday.

J. Covered Reasonable and Customary expenses for comprehensive Medical Benefits (subject to applicable co-payment and deductible) are as follows:

1. Daily Hospital Benefits. Applicable semiprivate charge. Private room limit is hospital's average semi-private charge.

2. Miscellaneous Hospital Charges. Coverage for other necessary incidental hospital charges.

3. Surgical Expense Benefits. Surgeon's and assistant surgeon's standard reasonable and customary fees for necessary surgical procedures performed on employees and their covered dependents. This also includes pre-operative and postoperative care by surgeon.

4. Medical Expense Benefits. Coverage for doctor calls while confined in hospital and/or prior to the day of an operation.

5. Diagnostic X-Ray and Laboratory Expenses. Reasonable and customary x-ray and laboratory expenses. Each covered member will be entitled to two (2) pap smears, one (1) mammogram, and one (1) prostate antigen test (PSA) annually, which will not be subject to the annual deductible or co-payment.

6. X-Ray and Radioactive Therapy Benefits. Reasonable and customary X-ray and radioactive therapy benefits.

7. Alcohol and Drug Treatments. Employees will be required to complete one (1) year of credited service in order for the employee and eligible dependents to be covered for alcohol/drug treatment. For in-patient treatments: Coverage for room and board and treatment program charges in an alcohol or drug facility recognized by the respective state agencies for up to thirty one (31) days per treatment in-patient. Limited to two (2) treatments in a lifetime. For out-patient treatments: In a recognized alcohol or drug treatment facility up to thirty one (31) days per course of treatment. Limited to two (2) treatments in a lifetime.

In-patient and out-patient treatments will be covered subject to an annual maximum of \$20,000 with a lifetime maximum of \$40,000 per individual.

8. Mental and Nervous Disorders. Reasonable and customary expenses for mental and nervous disorders, hospital and/or non-hospital treatments, will be covered subject to the lifetime maximum of \$1,000,000.

9. Charges of Licensed Physician. This includes physician office visits.

10. Prescriptions.

(a) Employees and their eligible dependents will participate in a Pharmacy Network Drug Card Program. This includes drugs and medicines, which by law require a physician's or dentist's prescription. Prescription drugs purchased with the card will not require any claim forms, will not be subject to the calendar year deductibles and will not apply to the annual co-payment stop loss limit. The following employee co-payments will apply to each prescription:

Generic	\$10.00
Brand	\$20.00

(b) Mail order prescriptions will be filled at co-payment of \$10 per order for generic, \$20 per order for brand name. These co-payments do not apply to the calendar year deductibles or the annual co-payment stop loss limit.

Non-maintenance prescription drugs will be filled for a maximum of (30) days. Maintenance prescription drugs will be filled for a maximum of (90) days.

(c) **Effective 4/1/2007, if prescription drugs (whether non-maintenance or maintenance) are purchased within the network, the co-payments are as follows: ten dollars (\$10.00) per order for generic; fifteen (\$15.00) for discounted brand-name; and twenty dollars (\$20.00) for non-discounted brand-name, according to the plan's formulary. Prescriptions will be filled as written by the physician, unless a generic is available, and the physician has authorized that a generic may be dispensed.**

(d) **Effective 4/1/2005, if prescription drugs (whether non-maintenance or maintenance) are not purchased within the network, the reimbursement will be at seventy-five (75%) of the retail price less the co-payment of ten dollars (\$10.00) per**

order. Prescriptions will be filled as written by physician, unless a generic is available, and the physician has authorized that a generic may be dispensed.

(e) Effective 4/1/2007, if prescription drugs (whether non-maintenance or maintenance) are not purchased within the network, the reimbursement will be at seventy-five percent (75%) of the retail price less the co-payment of ten dollars (\$10.00), fifteen dollars (\$15.00), or twenty dollars (\$20.00), as applicable, per order. Prescriptions will be filled as written by physician, unless a generic is available, and the physician has authorized that a generic may be dispensed.

11. Hearing Aids. The reasonable and customary cost for the purchase of a hearing aid, including expenses for examinations and fitting, will be covered subject to applicable Plan deductible and co-insurance amounts. However, this benefit is limited to the purchase of one (1) hearing aid per ear for each covered person once every twenty-four (24) months and excludes the replacement and repair of any part or parts of such hearing aid following such purchase.

12. Maternity Benefits for Dependent Children. Unmarried dependent children are covered with maternity benefits the same as employees and eligible spouses.

13. Smoking Cessation. An employee and his eligible dependents will be reimbursed subject to a lifetime maximum of \$150.00 per individual for smoking cessation expenses. This is a separate benefit not subject to any deductible or co-insurance provision.

Section 8. Eye Care (Employees and Dependents)

An employee and his eligible dependents will be reimbursed for the costs of a properly licensed doctor performing a complete eye examination once every two (2) years, up to a maximum of \$40.00. If the company requires an examination more frequently for issuance of safety glasses of an employee, such examination will also be covered up to the same maximum.

An employee and his eligible dependents will also be reimbursed once every two (2) years for the cost either of a pair of lenses (single - \$20.00; bifocal - \$25.00; trifocal \$35.00; - Lenticular (\$55.00) - Progressive (\$65.00) and of frames (\$25.00) or a pair of contact lenses (\$60.00).

Section 9. Dental Program

Employees will have the option of choosing a dental coverage plan:

Option 1. Standard Dental

(a) A separate \$25.00 annual deductible for each covered member, with a maximum family deductible of \$75.00. The program will also cover on a reasonable and

customary basis the following preventive dental procedures at 100% without deductibles: two check-ups per calendar year, including cleaning, scaling, fluoridizing, and x-rays once per calendar year.

(b) After deductible, Plan pays 80% of reasonable and customary cost of most covered dental expenses (50% with respect to inlays, gold fillings, crowns, fixed bridgework, etc.).

(c) Up to \$2,000 of dental benefits will be payable in any calendar year per covered individual.

(d) Orthodontics-Fifty percent (50%) of reasonable and customary charge up to a lifetime maximum of \$2,000 per covered individual. Payment for orthodontic treatment will be made only for employees or dependents of employees with one or more years of Company service. Employees participating in an DMO will be covered for such expenses noted above.

Option 2. Dental Health

A managed dental care network will be established that offers the various dental procedures on a fixed cost basis. Reduced pricing will be offered by all network dentists.

Section 10. Life Insurance and AD&D Insurance

(a) Life Insurance of \$27,000 coverage and AD&D Insurance of \$27,000 coverage at no cost to the employee will be provided for each employee.

(b) Employees may purchase \$10,000 of additional life insurance and AD&D Insurance. The weekly contribution for this additional insurance is \$.50.

(c) In the event an employee qualifies for total and permanent disability, all Life Insurance coverages will cease.

(d) AD&D Insurance Coverage will include twenty-four (24) hour coverage including on-the-job accidents.

Section 11. Weekly Sickness and Accident Benefits

Weekly Sickness and Accident benefits insurance coverage at no cost to the employee will be provided at \$290.00 per week (effective 4/1/2005) and \$300.00 per week (effective 4/1/2006).

(a) The non-occupational disability payments commence the first day of an accident: the fourth day for sickness, and there is a twenty-six weeks payment limit. Payment retroactive to first day if hospitalized within twenty-eight (28) days of disability integrated with any Federal or state law sickness and accident benefit requirement.

(b) The occupational disability supplemental benefit will be an amount, if necessary, so that when added to the workers compensation benefit the payments will produce an amount equal to the non-occupational benefits of **\$290.00 or \$300.00, as applicable**, twenty-six (26) week payment limit.

Section 12. Dependent Life Insurance

The Company will make available a Dependent Life Insurance Program. Eligible employees will have the opportunity to purchase **ten thousand dollars (\$10,000.00)** of dependent term life insurance on their spouse and **four thousand dollars (\$4,000)** for each dependent child.

The eligibility is the same as set forth in Section 6(a) in the introductory sections of this Article.

Definition of Dependents.

The definition is the same as set forth in Section 6(b) in the introductory sections of this Article, with the following exception: If both the employee and the spouse work for the company, each may enroll as an employee and cover the other as a dependent.

The weekly contribution for these dependent life coverages is **fifty cents (\$0.50)**. The termination of coverage is the same as set forth in Section 6(d)4 and 6(e) in the introductory sections of this Article.

Section 13. General

The Insurance Program will pay reasonable and customary charges for Voluntary Sterilization for each covered individual.

The Company will take whatever action may be required to guarantee that an employee who is eligible for weekly Sickness and Accident benefits will be paid such benefits each week while he is absent from work because of a non-occupational disability. Such action will be taken only after all required claim applications have been properly filed and the initial weekly payment has been processed and paid.

The conditions of this entire group insurance package are the same as those in effect immediately preceding this Contract except where benefit features described above would indicate changes.

When a married couple works for the Company and one of them quits or retires, the active employee will be able to cover their spouse as any other dependent.

It is agreed that when the insurance policy between the Company and its carrier or administrator is in direct conflict with this Article, this Company and/or Union will not use said insurance policy to deny, alter or improve upon benefits provided herein.

Pre-Tax Employee Contributions IRS 125 Plan:

This Plan allows for employee contributions to be made on a pre-tax basis through Section 125 of the Internal Revenue Code.

Section 14. In the States which have mandatory state disability insurance plans, the Company will pay the legally required contribution for each employee covered by this Contract. Any benefits received from such plans will be integrated and maintained with the provisions of this Article.

**ARTICLE 16
Retirement Plan**

Section 1. Effective August 1, 2002, the Company executed a Participation Agreement in order to become a Contributing Employer to the GMP and Employers Pension Fund (the "Fund").

Effective August 1, 2002, The Company and the Union modified their existing Collective Bargaining Agreements ("CBAs") in accordance with the provisions of the Fund.

The Company agreed to contribute to the Fund on behalf of its employees covered by the CBAs the sum of eighty-nine cents per hour (\$.89/hr) worked to a maximum of 2000 hours in a calendar year.

The Company agreed to the definition of "hours worked" to include all pay for time not worked, including vacation days, jury duty, union business, funeral leave, holidays and days compensated under the short term disability plan, including workers compensation.

Effective January 1, 2005, the Company's contribution to the Fund shall be increased to one dollar and twenty cents (\$1.20) per hour worked.

Effective January 1, 2007, the Company's contribution to the Fund shall be increased to one dollar and thirty cents (\$1.30) per hour worked.

Section 2. Supplemental Retirement Plan (401K). The Company agrees to match 35% of the first 10% of employee contributions.

ARTICLE 17

Retiree Benefits

The Company agrees to the principle of a jointly administered fund into which the Company will contribute **effective April 1, 2005, eighty cents (\$.80) effective April 1, 2006, eighty-five cents (\$.85) and effective April 1, 2007, ninety cents (\$.90)**, per actual man-hour worked by each of its bargaining unit employees, excluding hours paid for but not worked, for the purpose of providing retiree benefits. Such jointly administered fund shall be administered in accordance with the provisions of the present Retiree Benefits Trust Agreement.

ARTICLE 18

Relief Period

Section 1. All employees shall receive fifty (50) minutes relief. Present relief practices that provide for relief in excess of the fifty (50) minutes provided for in this Section, shall be continued. The start of the first relief period shall not commence prior to one (1) hour after the start of the shift.

Section 2. When employees work overtime immediately following their regular shift and the overtime is expected to extend three (3) hours or more, a relief period of not less than twenty (20) minutes shall be allowed within one (1) hour following the end of the regular shift. Employees working overtime shall also be entitled to the regular breaks on the shift on which they are working the overtime.

Section 3. It is agreed that extra relief shall be afforded to those employees working in all areas affected by oppressive heat and/or cold conditions. The respective Local Union Business Committee and Plant Management will meet prior to the affected months to discuss the practices and procedures of the extra relief. The respective Local Union and the Company will cooperate in their efforts in this area. All Local Union agreements and Practices shall be continued.

Heat breaks in each plant will not be given in conjunction with the employees regular relief. All Local Union agreements and practices shall be continued.

Section 4. Because of the varying conditions and practices existing throughout the Company's plants, the granting of wash-up time will vary depending upon the conditions existing in each department and plant.

ARTICLE 19

Supervisory/Non-Bargaining Unit Employees

Section 1. The basic responsibility of supervisory employees is the effective direction of the employees in their assigned groups. It is not the Company's policy to have a supervisory employee perform any other function except the effective direction of the group of employees under his supervision.

A supervisor, salaried employee, or any other employee relieving a salaried supervisor, shall perform no work of the type customarily performed by employees within the bargaining unit including relief work. Exceptions will be made in cases of emergencies, instruction and developmental work.

Section 2. Emergencies are defined as unforeseeable conditions involving danger to personnel, product or property.

Grievances arising over an alleged violation of this Article must be filed within three (3) work days of the occurrence and will be heard initially in Step 2 of the grievance procedure. The supervisor accused of violating this Article and the aggrieved employee must be present (unless the grievance is filed on behalf of the Local Union) at all steps of the grievance procedure.

If the Company agrees at any step of the grievance procedure that there has been a violation of this Article by Management or Supervisory Personnel or if the Arbitrator so determines, the employee who would have performed the work will receive a monetary award.

Section 3. The Company is permitted to utilize hourly rated employees in non-bargaining unit positions. The Company may use such hourly rated employee only up to one hundred twenty (120) accumulative working days per calendar year in non-bargaining unit positions. (Application of this provision will not deprive any hourly employee from receiving his requested vacation.) However, this time may be extended by mutual agreement between the Plant Management and the Local Union. In the event there is no mutual agreement to extend the one hundred twenty (120) days, or at the end of an agreed to extension, the employee involved will be returned to a job within the bargaining unit or be made a full time non-bargaining unit employee. On each such occurrence, when a bargaining unit employee is utilized in a non-bargaining unit position, the Local Union shall be notified in writing of each day or days the hourly rated employee is so used. The written notice shall include a running total of the days worked as a non-bargaining unit employee.

An hourly rated employee that is assigned temporarily to a non-bargaining unit position shall not perform work of the type customarily performed within the bargaining unit. The involved employee shall be notified of the provisions of this Article at the time he is asked to serve in a non-bargaining unit position.

(Failure to adhere to this provision of this Article will be a violation of this Contract and will be heard initially in Step #3 of the Grievance Procedure.)

ARTICLE 20

Gloves, Tools, Hats and Clothing

Section 1. All employees will be furnished new gloves and sleeves satisfactory to the Local Union as needed. Old gloves and sleeves are to be returned when replacements are issued.

Section 2. The Company shall provide employees with special tools deemed necessary by the Company to operate machinery and equipment (see List of Tools in Section 5). The employees will be responsible for such tools when provided to them. Other employees shall be required to purchase and provide necessary tools to perform their jobs. When these tools are worn out, broken or cannot be used, tools of equal value will be replaced by the Company within ten (10) calendar days, upon employees turning into the Company the worn out or broken tool. The Company will provide secure areas in which employees, who are required to supply hand tools for their work, may store such tools. In those plants where a practice of providing additional tools, beyond those provided in this Section shall be continued.

Section 3. All employees under the AMD Contract will be included in the present Anchor Glass Container Uniform and Shoe Allowance program of fifty percent (50%) reimbursement. This reimbursement will be limited to a **One Hundred Thirty-Five dollar (\$135)** maximum annual reimbursement for shoes and an eight dollar (\$8) maximum weekly reimbursement for uniforms. The Company will continue the present policy in effect at each individual plant, in regard to the uniform service, and safety shoes during the term of this Contract.

The Union acknowledges the Company's desire to establish a national uniform service contract. The Union will cooperate with the Company's endeavor to establish a national contract at reasonable cost and acceptable quality. However, a national uniform contract requires the approval of a majority of the plants.

Section 4. The Company will furnish other equipment such as special gloves, boots and rain coats, which shall be issued from the Storeroom when required, upon a requisition signed by the Foreman, and the employee will be responsible for the return of any such equipment.

Section 5. The Company shall replace at its expense all tools and tool boxes owned by the employees which are destroyed by fire, flood, or other similar disasters on the Company's premises, up to a maximum liability of \$3,000 for any employee. The value shall be based upon an accurate current inventory of such equipment furnished to the Company by the employee.

List of Tools Provided

- (1) 10" Crescent Wrench
- (2) Channel Lock Pliers
- (3) 3/4" Box End 7/8" Open End Wrench

- (4) Screw Driver
- (5) Button Wrench
- (6) Hammers (Brass)
- (7) 1 9/16" Open Box Wrench
- (8) 1 1/8" Open Box Wrench
- (9) 1 1/16" Open Box Wrench
- (10) 1 1/2" Open Box Wrench
- (11) 3/8" Open Box Wrench, where applicable
- (12) 1/2" Open Box Wrench, where applicable
- (13) 9/16" Open Box Wrench, where applicable

*** or metric equivalent**

Available

- (1) Flash Lights
- (2) Allen Head Wrenches

ARTICLE 21

Absence from Work

Section 1. An employee is to report into work as scheduled. When an employee is unable to report for work as scheduled, he shall notify the designated representative at each location at least one (1) hour in advance or, in an emergency, as soon as possible. If an employee is not off for a definite period of time, he shall report his availability to return to work at least eight (8) hours in advance.

Section 2. It is agreed that supervisor(s) will have the authority to excuse employees and such excuses will not be unreasonably withheld or denied. When the employee is excused by his supervisor prior to his day of absence or after having reported to work, this absence will not be counted against the employee's absentee or lateness record.

Section 3. An employee who is unable to continue work due to illness, injury or emergency situation during the shift shall notify the foreman and he will be relieved. If an employee wishes to be relieved for other compelling reasons, he shall continue to work until relief is provided.

Section 4. Employees shall not be required to call in to report their absence from work on each day of such absence in the following instances:

- (a) Employee is hospitalized due to illness or injury.
- (b) Employee under care of medical doctor or other legally recognized physician because of illness or injury. It is understood that the employee or his agent shall call in as required to report the employee's absence from work on the first day of absence due to (a) or (b) above and will inform the Company of the anticipated length of his or her

absence and will notify the Company of any change in their status as required. It is agreed that the employee will submit the normal Doctor's statement to the plant designated Representative prior to returning to work. When the proper statement has been submitted the employee will be returned to work in accordance with the provisions of the Contract within forty-eight (48) hours unless extended by mutual agreement.

Section 5. Circumstances, which could have a mitigating effect on discipline, will be considered in assessing discipline under the absentee control program.

ARTICLE 22

Military Leave

Section 1. If, during the life of this Contract, any employees should be inducted into the armed services of the United States, and upon their return, if such employees are physically and mentally fit for employment, the Company will offer them work of a like kind that they were engaged in before entering the service, if such work is available to employees with equal or less seniority than that of the returning servicemen. If such work is not available, returning servicemen will be recalled to work on the basis of their respective positions on the seniority list. This Article is to be administered in accordance with applicable Federal and State laws and the Uniformed Services Employment And Reemployment Rights Act of 1994.

Section 2. All employees who are members of the Armed Forces shall be paid for all time lost, not to exceed forty (40) hours per week, while in attendance at the Armed Forces two (2) week summer camp. The pay shall be at the employee's regular base rate.

ARTICLE 23

Bereavement Leave

Section 1. In the event of the death of a brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, half-brother, half-sister, current step-brother, current step-sister, current step-mother-in-law, and current step-father-in-law of an employee who has been in the employ of the Company for at least thirty (30) days, shall be paid for time lost from work, (not in excess of three (3) days) at the individual employees regular base wage rate or special combined rate of pay, whichever is applicable.

Section 2. In the event of the death of a current spouse, child or stepchild, parent, step-parent, or legal guardian of an employee, who has been in the employ of the Company for at least thirty (30) days, shall be paid for time lost from work not in excess of five (5) days at the individual employee's regular base wage rate or special combined rate of pay, whichever is applicable.

Section 3. In the event of the death of a current brother-in-law, current sister-in-law, current son-in-law, great grandparent, or current daughter-in-law of an employee who has been in the employ of the Company for at least thirty (30) days, the employee shall be paid for time lost not in excess of one (1) shift at the individual employee's regular base wage rate or special combined rate of pay, whichever is applicable.

Section 4. Time lost from work must be in reasonable relationship to the date of the death. Requests for additional time off, without pay, to attend the funeral or related matters will be honored, as will requests for time off, without pay to attend the funeral of any other member of the employee's immediate family and shall not be used against an employee's attendance record in any of the plants' Absentee Control Programs.

Section 5. Before taking time off, the employee will notify the Company of the death. Upon the employee's return to work, proper documentation of the death will be presented to the Company, upon request.

Section 6. If an employee's vacation or holiday is interrupted by such death as defined by this Article and he so notifies the Company promptly, the number of days he normally would have been paid if working, shall be added to his vacation or holiday with pay.

Section 7. If an employee is granted a leave of absence to be with a member of his immediate family (Mother, Father, Spouse, child, step-child or step-parent) during their illness and death occurs while on such leave the provisions of this Article will apply as if the employee was working his regular schedule.

Section 8. An employee acting as a Color Guard, Bugler, Pall Bearer or member of the Rifle Squad in a military funeral or the funeral of a fellow employee, shall be paid his regular base wage rate for the actual hours lost from work, not to exceed four (4) hours.

ARTICLE 24

Jury Duty

Any employee covered by this Contract who is called for jury duty or Tribal Court will receive the individual employee's regular base rate of pay, not in excess of forty (40) hours per week, for any regularly scheduled work hours spent on such jury duty or Tribal Court. When an employee is obligated to do jury duty or Tribal Court during any twenty-four (24) hour period, he shall not be required to work during said twenty-four (24) hour period. If an employee is scheduled to work the midnight shift preceding the day of jury duty or Tribal Court, he shall not be required to work the midnight shift next preceding and following the day of jury duty or Tribal Court, and will be paid for such days.

ARTICLE 25

No Strike or Lockout

Section 1. There shall be no strike, sympathetic or otherwise, walkout, slowdown, or work stoppage of any nature by the Union or any Local Union or its members during the term of this Contract. There shall be no lockout by the Company during the term of this Contract. In the event any employee or group of employees participate in any such strike, walkout, slowdown, or work stoppage during the term of this Contract, the Union or Local Union agree upon being notified by the Company to immediately direct such employee or group of employees to resume work.

Section 2. It is understood and agreed that any strike, walkout, slowdown, or work stoppage not authorized by the Union, or the Local Union not aided, encouraged, and abetted by the Union, or Local Union shall be deemed for all purposes an unauthorized strike, walkout, slowdown or work stoppage for which there shall be no liability on the part of the Union, Local Union or its officers.

Section 3. The Company recognizes and agrees that a Local Union under this contract will not be held in violation of this Article under the following conditions: that the Union and the Company fail to reach a new national Production and Maintenance contract that also covers a plant under this Contract; that the International Union authorizes the Local Union of that department to establish a strike picket line at that plant; that the Local Union under this Contract refuses to cross that authorized line at that plant solely as a result of such failure.

ARTICLE 26

Grievance Procedure

Section 1. The purpose of this Article is to provide an orderly method of the settlement of all grievances. If a representative of management fails to give his answer within the time limits specified in any step of the Grievance Procedure, the grievance may be processed to the next step of the Grievance Procedure within the time limits set forth in such step.

Grievances shall be presented and processed in accordance with the following steps:

Step 1. If an employee has a grievance he shall, within five (5) working days from the date the grievance arises, present it to his immediate foreperson and shop steward for discussion and settlement. The foreperson shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.

Step 2. If the grievance is not settled in Step 1, the employee and shop steward may refer the matter to the Business Committee for investigation. If the Committee considers the grievance just, it shall reduce all facts concerning the grievance to writing

and present it to the employee's Department Head for discussion and settlement within seven (7) working days after the completion of Step 1. In reducing the grievance to writing the Business Committee shall set forth with reasonable clearness, the nature of the act or acts on which the grievance is based, the time when such acts occurred, the identity of the jobs and employees covered by the grievance, the provisions of the Contract, which have been violated and the remedy requested. The employee's Department Head shall give the Business Committee his decision on the grievance within seven (7) working days after it has been presented to him. The Department Head's answer will be reduced to writing and shall set forth with reasonable clearness, the facts and the provisions of this Contract on which his decision is based.

If a grievance is appealed to the next step or any subsequent step of the grievance procedure, the basis of such appeal shall be set forth in writing by the appealing party. The answer of the other party shall also be set forth in writing.

Step 3. If the grievance is not settled in Step 2, the Business Committee shall discuss the matter with the International Representative of the Union and they shall, within seven (7) working days after receiving the Company's reply in Step 2, present the grievance to the Company's designated representative for discussion and settlement. The Company's designated representative shall give the International Representative of the Union and the Local Union his decision on the matter in writing within seven (7) working days after it has been presented to him.

Step 4. If the grievance is not settled, the International Representative shall, within seven (7) days after receiving the decision of the Plant Manager, or his designated representative, refer the matter to the International President of the Union, or his designated representative, and the vice-president of Industrial Relations and Human Resources, or his designated representative, for discussion or settlement. This step shall be concluded fifteen (15) days after the date on which the grievance is referred to the International President of the Union, or his designated representative, and the vice-president of Industrial Relations and Human Resources, or his designated representative, except that this step may be extended for not more than fifteen (15) days by written notice by one (1) party to the other. Within thirty (30) days after conclusion of this Step, the vice-president of Industrial Relations and Human Resources, or his designated representative, shall forward his written response to the designated International Representative.

Section 2. Grievances involving the administration of incentive systems may not be filed until after a reasonable trial period.

Section 3. It is not the function or right of the Company, or any Local Union and its officers, or the officers of the International Union, to change this Contract.

Section 4. Grievances concerning job classifications under the Uniform Wage Structure Program will be handled in accordance with the procedure established under Article 29, Wage Structure Plan.

ARTICLE 27

Arbitration

Section 1. All disputes not settled pursuant to the procedure set forth in Article 26, Grievance Procedure, may be referred to arbitration by a notice given to the Company or the Union by the other within ten (10) working days, Monday through Friday, after the conclusion of Step 4 of the Grievance Procedure. Such notice shall be in writing, setting forth the matter in dispute and the relief requested.

Section 2. All grievances processed to arbitration shall be arbitrated before an arbitrator as provided by the American Arbitration Association.

Section 3. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Contract, to change base hourly wage rates and premiums for jobs, to revise job evaluation plans or incentive systems, or to set, or change standards of production. The arbitrator shall have the authority to decide only whether,

(a) The Company's incentive system meets the provisions of Section 1 of Article 28, Wage Incentives;

(b) Individual incentive or bonus earnings are proper under the principles of the Company's incentive system;

(c) The Company's job evaluation plan rates, new or changed jobs according to factors such as skill, effort, responsibility, job conditions, and other related factors and conditions in accordance with sound job evaluation practices.

The decision of the arbitrator shall be final and binding on both parties. If the arbitrator determines that the Company's incentive system does not meet the provisions of Section 1 of Article 28, Wage Incentives, the Company shall promptly revise such incentive system to come into compliance with such section.

Section 4. Regardless of the outcome of any matter submitted to arbitration, the costs of such arbitration shall be borne equally by the Company and the Union. Charges for stenographic fees and expenses shall be borne by the parties ordering such service.

Section 5.

(a) Either party shall have the right to require that any arbitration be handled in accordance with the rules of the American Arbitration Association procedure which provides for the filing of briefs and other procedural matters described therein, provided however that such rules will only be followed to the extent they are not inconsistent with this Contract.

(b) The parties may however agree that rather than having the arbitration conducted in the usual manner it shall be Expedited Arbitration where the following procedure shall be used:

1. When the party desiring to have a case arbitrated wants it handled as an "Expedited Arbitration" the "Notice" referred to in Section 1 of this Article shall state that the party desires that the case be handled on such an expedited basis.
2. The party receiving such a Notice referred to in subparagraph I just above shall within five (5) working days thereof (Monday - Friday) notify the other party whether or not it is agreeable to an Expedited Arbitration or insist that the matter be arbitrated in accordance with the provision of subparagraph (a) of this Section.
3. It is understood that an Expedited Arbitration shall also be conducted in accordance with all other provisions of this Article not inconsistent with subparagraph (b) hereof.
4. Any party to the arbitration shall be entitled to file a Pre-Hearing Brief with the arbitrator if it wishes to do so but there shall be no Post Hearing Briefs filed with the arbitrator, however closing arguments may be made by any party desiring to do so.
5. The arbitrator shall in such Expedited Arbitration give his decision from the bench before the Hearing is closed and the arbitrator shall have no more than one (1) hour after the completion of the taking of testimony or the conclusion of closing arguments, whichever is later, to render his award which shall be in writing without an accompanying opinion.
6. Disputes arising under Article 29- Wage Structure Plan, which are not settled within the Grievance Procedure (Article 26) shall be processed through arbitration before the "Impartial Umpire" referred to in Section 5 of the Wage Structure Plan (Article 29). All such arbitrations shall be handled in accordance with the provisions of this Article providing for regular arbitration or "Expedited Arbitrations".

ARTICLE 28

Wage Incentive

Section 1. Incentive compensation is a premium paid for the effective application of skill and effort above normal. The Company recognizes the principal of sound wage incentive plans for Journeymen Machine Operators and Machine Upkeepmen where it is clear that their establishment will result in increased production and efficiency, increase the earnings of these employees, and reduce the costs of the Company.

The ability of a forming machine to produce quality ware increases as improvements are made in such factors as mold and blank design, the method and amount of cooling, the mechanical design, and condition of the machine, the glass, the feeder or pot operation, and the annealing process. Wage incentive plans for forming machines define performance levels at which incentive earnings will be paid and the amount of such payment.

The effective application of skill and effort above normal by the Journeymen Machine Operators and Machine Upkeepmen in the performance of their duties is necessary in order to attain a satisfactory performance level, and it is for this reason that incentive can be paid to them on the output of the machine.

On the basis of the foregoing, the Company will maintain a sound wage incentive plan for Journeymen Machine Operators, Machine Upkeepmen and the other classifications currently covered by the Plan as listed in Article 42, Sections 2 and 3. The levels of performance and corresponding bonus payment will be as defined in the Company's wage incentive plan, the attainment of which should be accomplished by sound operating methods and techniques.

The Company agrees that each employee covered by the present Forming Incentive Plan shall receive his or her individual bonus earnings, line average or twenty percent (20%) for all hours worked, whichever is greater.

It is agreed that, with the exception of temporary standards, the Company will audit bonus standards no more than once per calendar year, and no sooner than one year from the date of last audit. Temporary standards, which will be included in the annual standards will also be audited once after the initial production runs, (temporary runs will be limited to three (3), Whenever a speed is increased, as a result of an audit, the bonus gross per hour will only be increased by half of the effect of that speed increase. Such increase will be limited to five percent (5%). Whenever a speed is decreased, as a result of an audit, the full effect of that speed decrease will be given back. The full effect of a bonus percent pack change will be reflected in the revised standard.

All Plants will participate in the Forming Incentive Plan using a twenty-four (24) hour basis of participation in the following manner:

OCCUPATION	WINDOW OF APPLICATION
Forming Operator	Twenty-four (24) hr. shop/line average
Relief Operator	Twenty-four (24) hr. line average
Upkeep	Twenty-four (24) hr. average shop(s)/line average
Job Change Crew	Twenty-four (24) hr. line average
Fixed Day Crew	Twenty-four (24) hr. line average
Machine Repair	Twenty-four (24) hr. line average
Machine Repair Days	Twenty-four (24) hr. line average

Each plant will continue its past practice of compensating the Upkeep classification from the shops assigned and/or from the 24 Hour Line Average.

Section 2. The Company shall periodically, or as established by its plan, or at the request of the Local Union, review and when necessary, revise its incentive plan and incentive and bonus rates. All parties to this Contract must agree to changes to the Forming Bonus Plan.

Section 3. Any incentive systems and any future revisions thereof, shall be in accordance with the provisions of Section 1 of this Article. The Company shall have available for examination as requested by a delegated representative of the Union, a copy of its incentive system and other necessary and pertinent information which may also be requested.

If the International Union finds that the Company's incentive system does not meet the provisions of Section 1 of this Article, it may review the incentive system with the Company.

Section 4. If the Company discontinues an incentive system, it shall negotiate with the International Union the buy-out method that shall be used for discontinuing the system. If the Company and the International are unable to agree upon the amount or method of buy-out this matter shall be submitted to arbitration upon the request of either party. Any such buy-out shall be considered to be money in lieu of bonus.

Section 5. All employees covered by the plan will receive no less than twenty percent (20%) bonus for all hours worked. This will include the Machine Repair Department.

ARTICLE 29

Negotiated Rates

Section 1. If during the term of this Agreement a new job is established, a job is eliminated, or there is a significant change in the duties of an existing job, the Company will meet with the Local Union to discuss the reasons for its actions. Such meeting will be held prior to such change(s) taking place. In regard to a new job or a significant change in an existing job, the Company and the Local Union will meet to negotiate a new rate. If the parties do not agree, the Company may place the rate on the job(s) they feel is appropriate. In setting the new rate, the Company shall fairly take into consideration all factors normally involved in glass container collective bargaining negotiations, including, but not limited to, job content and responsibility, the existing wage structure, and past collective bargaining history.

Section 2. All pertinent, basic data relative to all job descriptions, wage rates paid all employees, and population by job shall be given to the International Union and the Local Union. Any changes to job descriptions shall also be given to the International Union and the Local Union. In the event that the Local Union disagrees with the rate set by the Company under Section 1 above, the matter will be referred to the Company/Union Negotiated Rates Board for resolution. The Company/Union Negotiated Rates Board shall be comprised of two representatives from the Company and two representatives from the International Union. Any disputes with respect to this Article that are not resolved by the Company/Union Negotiated Rates Board shall be referred to a mutually selected Interest Arbitrator who shall decide the dispute.

Section 3. All references, in the Union Shop Contract between the parties, to the Wage Structure Plan, Uniform Wage Structure Program, etc. are hereby amended to the Negotiated Rates.

ARTICLE 30

Health & Safety

Section 1. The Company and the Union recognize the importance of an effective first aid and safety program. The Company will provide adequate first-aid facilities and, in addition to the currently certified professional representative and/or registered nurse at each facility now, will designate on each shift individuals from the bargaining unit and/or management who are adequately trained in and capable of performing first aid for all employees. When twenty-five (25) or more employees are working on a shift throughout the plant, the Company shall provide immediate access to medical assistance, a nurse on duty and/or an employee working in the plant who is adequately trained in first-aid. (Adequately trained is defined as an employee having up-to-date training and designated competency in multi media first-aid training). When an emergency arises, there will be a method of communication for attracting the attention of these trained individuals and also the ability to contact emergency medical assistance (911). They will have access to all necessary equipment to maintain the first-aid facilities and will not be restricted in giving first-aid to injured employees and, in cases of severe injury, will stay with the injured employee until relieved by a medical attendant.

Section 2. The Company will provide the necessary training of such individuals and their training courses will be updated and retaken consistent with good medical recommendations. In the event of meetings and/or instruction sessions the Company will cooperate to the fullest extent possible in granting the First-aid representative time off to attend such sessions.

Section 3. The suggestions and recommendations set forth in the Safety Program proposed by the National Glass Container Labor-Management Committee are a guide which the Company will follow in developing a safety program applicable to its own operations. These industry standards will be the minimum guidelines for first-aid, medical facilities and personnel.

Section 4. Each Local Union President will appoint not less than three (3) members of the Local Union to function on the Plant Safety Committee. This Committee will meet at least once each month and the Company will notify the committee members one (1) week prior to the date of each regular meeting to assure maximum attendance. The Company and the Union shall exchange agenda three (3) working days prior to each meeting. Minutes shall be taken of all Safety Committee meetings and copies shall be given to the Local Union President and the Plant Manager.

The Plant Manager will meet with the Safety Committee at least quarterly and make a plant inspection.

Section 5. The duties of the Plant Safety Committee shall include:

- (a) Reviewing plant safety practices.
- (b) Reviewing the plant accident records.
- (c) Inspecting the plant for working hazards, unsafe work habits and follow up to insure the correction of same.
- (d) Insure that vehicle and machine safety standards are not being abridged or ignored.
- (e) Make joint recommendations for improvements in safety and housekeeping.

Section 6. The Company and the Union agree to work together to improve overall working conditions in the plant. In areas of heat, cold, light and ventilation the Company has worked to make improvements and agrees that efforts to improve these working conditions will be continued. The Company will provide adequate heat, hot water, potable water, light and ventilation to employees and will continue its best effort to devise systems to control drafts, noise, fumes, water, dust, dirt, grease and job and health hazards, consistent with industry practice. The Company and employees will maintain and keep in good order all restrooms, break areas and eating areas. The Local Union Officers agree to cooperate fully with the Company in this effort.

Section 7. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy, and that an employee who believes that he is being so required shall have the right to notify his foreman of such condition, which the foreman shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the foreman, the Plant Safety Supervisor and a Union member of the Plant Safety Committee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy. If the issue is not resolved, the employee or the Local Union shall have the right to present a Grievance to the Department Head. Safety and Health Grievances shall be processed within twenty-four (24) hours, beginning at Step 2.

In situations where the Union feels a workload is unreasonable they may discuss the matter with plant management. If the matter is not resolved, the Company will, if requested, study the job in question and provide the Union with the complete results of the study.

Section 8. The Company will incorporate safety instruction and training in safe work practices into Job Training Programs. All employees will be properly instructed on the safety practices in the operation of the machinery they are to be working with, before they are assigned to work with the machinery.

Section 9. The Company agrees that once each calendar year each employee shall be notified where the employee can obtain a free chest x-ray without interference with the employee's regular schedule of work. At the request of an employee who is at least thirty-five (35) years of age and who has had at least five (5) years of service, the

employee will receive a physical examination, by a doctor of his/her choice, except where there are health units, once every two (2) years at a maximum cost to the Company of two hundred dollars (\$200). It is further understood, in those locations where free chest x-rays are not provided the Company shall bear the cost.

Any employee in the Batch and Furnace Department, Decorating Department, Lehr Attendant, Feeder Attendant, employees required to perform parts cleaning duties, and Mold Sprayers and Polishers may request and will receive one (1) chest x-ray and one (1) pulmonary test every six (6) months at no cost to the employee.

The Company accepts the responsibility of assuring that all employees who have tests performed in accordance with this article be informed, in writing from the testing facility, of the results of any such tests.

Section 10. No employee shall be required to perform any job duties that require excessive weight lifting.

Section 11. The Company shall provide adequate man cooling fans and/or adequate area cooling fans as needed.

Section 12. Both the Company and the Union will share any knowledge that may be available pertinent to any chemicals and/or processes used at plant locations. Such a sharing of knowledge shall not infringe on the Company's trade secrets, patent rights or processes.

ARTICLE 31

Fair Employment Practices And Equal Opportunities

Section 1. The Company and the Union will comply with all laws preventing discrimination against any employee because of race, color, sex, age, national origin, religion, disability or veteran's status.

Section 2. Any disputes under this Article as with all other articles of this Contract shall be subject to the Grievance Procedure.

ARTICLE 32

Plant Closing/Severance Pay

Section 1. The Company shall notify the International Union and the Local Union ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification of closing is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his regular base rate of pay for an eight (8) hour day for each working day of his regular schedule. Employees laid off not more than ninety (90) days prior to the date of the plant closing notice shall be entitled to such notice and pay.

Section 2. If the Company elects to permanently close a plant or department, the Company will apply a severance pay formula providing for forty (40) hours per year of credited service at the regular base wage at any plant closing during the term of this Contract and meet with the Union as soon as possible to negotiate the additional effects of such closing. Partial years of greater than six (6) months will be calculated as one (1) year of credited service.

a) In addition to the above, the Company will also provide employees who have twenty-six (26) or more years of credited service a special lump sum benefit as follows: 26 through 30 years of credited service - \$500.00; 31 through 35 years of credited service - \$1000.00; 36 through 39 years of credited service - \$2000.00; and 40 or more years of credited service - \$3000.00.

b) For the entire ninety (90) days of the "notice of closing period", set forth in Section 1 above, employees will accrue credited service for purposes both of this Article and Article 16, Retirement Plan, even though the plant may not be in operation or the employee may not be working for all or part of the ninety (90) day period. In regard to employees who work longer than the mentioned ninety (90) day period, credited service will continue to accrue until their last day worked.

c) All employees terminated as a result of the plant closing, who may be eligible for any vacation pay not yet paid, shall receive such pay at the time of closing. Severed employees will also receive pay, for vacation accrued during the year of their termination calculated in accordance with the procedure set forth in Article 14, Section 2, of this Contract.

Section 3. The labor grade assigned to an employee immediately preceding such closing shall be used as a basis in determining severance pay except that, for an employee whose primary labor grade in one year (twelve (12) consecutive months) of the ten (10) years preceding the closing was higher than his labor grade at the closing, such higher labor grade shall be used in determining the severance pay. The corresponding rate of pay to such labor grade will be used.

Section 4. Employees who are entitled to and receive severance pay shall continue to be covered by this Contract for purposes of pay, recall and other benefits directly provided should the employee continue to work, be recalled or rehired subsequent to a closing regardless of the period of time involved. The acceptance of severance pay shall not be used to offset any other benefits provided herein.

Section 5. The provisions of this Article (except as provided in Section #1) shall also apply to any employee laid off one (1) year or less prior to the ninety (90) day notice, however, such provision shall also apply to any employee with fifteen (15) years or more of credited service laid off two (2) years or less.

Section 6. The provisions of this Article shall also apply to any employee on a Leave of Absence, for any reason covered by the terms of this Contract, at the time of the plant closing notice.

Section 7. In the event of a permanent plant closing, the Company will aid employees selected for transfer to other Anchor facilities. Such assistance will be rendered in the form of a \$2000.00 payment (less applicable taxes) to offset documented relocation expenses. Transfers will be administered in accordance with Article 8, Transfer of Employee. In the event such employee voluntarily leaves the Company within one year from the effective date of transfer, such relocation payment will be returned to the Company on or before their last date of employment. An executed Relocation Assistance Statement will be required.

Any employee who becomes eligible for severance for a plant closure under this Article and transfers to another Anchor Glass Container facility will be entitled to such benefits under the following conditions:

- a) Employees laid off for six (6) months or more within the first three (3) years after such transfer will receive the balance of severance not paid from the original facility.
- b) Employees terminated/severed as a result of a subsequent plant closure will receive severance pay based on credited service earned working at both facilities less any severance amount paid from the original facility.
- c) Transferred employees (in regard to both (a) and (b) above) will retain recall rights in accordance with the labor agreement.

Section 8. Employees severed as a result of the plant closing, will have six (6) months from their last day worked or the last day of the ninety (90) day notice of closing, whichever is later, to apply for their pension. Employees applying within the six (6) month time period will be considered as retiring while still an active employee and will receive their pension effective the first of the month after making application. Such retirement benefit will be calculated in the manner contractually established for employees retiring due to a plant closing. Credited service for pension purposes will not accrue after the last day worked or the last day of the ninety (90) day notice of closing, whichever is later. **Contributions to the Retiree Trust will continue to be made during the ninety (90) day notice of closing period.**

Section 9. The parties agree to meet with the Union as soon as possible to discuss the effects of such closing other than those contained within this bargaining agreement.

Section 10. Any disputes with respect to this Article shall be subject to the Grievance Procedure, Article 26, including Arbitration, Article 27.

ARTICLE 33
Disabled Employees
Permanent and Temporary

Permanently Disabled Employees:

Section 1. An employee who is physically disabled by reason of occupational injury or occupational illness and who is unable to perform the duties of his regular job classification shall be placed on any available job which he is physically able to perform in line with his seniority and qualifications, at a rate commensurate with the work performed.

Section 2. Should modifications or waivers in seniority or job content be required to place disabled employees, under this Article, the Union will cooperate with the Company in working out such modifications or waivers, even if this should involve transfers from department to department or Local Union to Local Union and jurisdiction to jurisdiction within the same facility.

Section 3. Disabled employees may, upon agreement between the Business Committee and Management, receive a special rate so as to provide work for them. The parties will cooperate in complying with the Americans With Disabilities Act to the extent mandated by such act.

Temporarily Disabled Employees:

Section 4. If the Company allows an employee to return to work with a temporary disability, due to an occupational injury, work assigned will not exceed restrictions placed on the employee by the attending physician.

Section 5. Any disputes under this Article that are unresolved are subject to the Grievance Procedure starting at Step 3.

ARTICLE 34
Successors, Transferees and Assignees

This Contract shall be binding upon the parties hereto, their successors, transferees and assignees. In the event the Company sells or transfers any plant, this Contract shall remain in full force and effect and be binding upon the purchaser or transferee and the Company agrees it will include in the purchase agreement that this Contract will be binding upon the purchaser or transferees.

ARTICLE 35
Management Rights

Section 1. The Union recognizes the right and responsibility of the Company to manage its plants and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Contract are retained by the Company.

Section 2. The Company will continue its past practice of establishing standards of production and performance by the employees on all machines and operations. These requirements shall be established on a basis of fairness and equity consistent with quality of workmanship, reasonable productivity of experienced and capable employees, and the reasonable productive capacities of equipment.

ARTICLE 36
Separability

If any provisions of this Contract shall be held invalid or in conflict with any Federal or State Law, the remainder of the Contract shall not be affected thereby.

ARTICLE 37
Environmental Control Program

Section 1. The Company will continue to cooperate with the Union in all legitimate Labor-Management activities in this area.

Section 2. To the extent permitted under State or Federal law, the Company shall compensate any employee who it requests to conduct any business under the Article. Such compensation shall be for the wages for time lost from work as a result of the Company's request.

Section 3. The Company agrees to continue the practice of excusing employees from work for attending Protective League meetings. The employer agrees to pay actual lost time wages when employee participates in Protective League meetings, limited to two (2) employees per plant attending up to two (2) meetings per year, limited to two (2) days per meeting.

ARTICLE 38
Local Agreements

All Local Agreements will remain in full force and effect during the term of this Contract unless changed by mutual agreement between the International Union, the Local Union and the Company.

ARTICLE 39

Operating Conditions

Section 1. Except as otherwise specified in this Contract, the number of Journeymen Machine Operators and Machine Upkeepmen permanently employed operating upon any automatic machine shall be determined by the Company operating said machine and the primary duties of such Journeymen Machine Operators and Machine Upkeepmen shall be defined by each Factory Manager and a copy thereof given to the Local Union. Each Local Union shall have the right to discuss unreasonable workloads.

Section 2. The number of Machine Upkeepmen in any plant shall be consistent with sound operating practices and procedures and shall reflect reasonable workloads under prevailing local conditions and this number will be established as provided for above and changes will not be made without notifying the Local Union and employees involved in such changes to assure that it is fully understood.

Section 3. In the event the Company decides to revise, add to or subtract from any job in the unit, the Company will meet with the Union in order to describe the manner in which the job is to be changed. The Company and the Union shall discuss the appropriate rate for the job. If the Company and the Union cannot agree on the appropriate rate, the rate proposed by the Company will be implemented on a temporary basis pending the outcome of any grievance, which may be filed by the Union. If the Union does not agree with the proposed rate they may file a grievance, which will be moved immediately to Step 3 of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to arbitration. The arbitrator shall have the authority to determine whether the rate proposed by the Company or the rate proposed by the Union is proper. This Section will not apply to any job presently covered under the Wage Structure Plan.

Section 4. Anytime there is a sampling to be done or glass to be delivered into an automatic bottlemaking machine, there shall be a Journeyman Machine Operator or Apprentice Machine Operator assigned to the machine.

Section 5. Starting and quitting time shall be left to the option of the Local Unions and the different Plant Managers.

ARTICLE 40

Wages of Apprentice Machine Operators

Section 1. The base hourly wage rates of Apprentice Machine Operators shall be as follows effective 4-1-05. Less than Journeymen Rate of the machine operating on:

	<u>Effective</u>
	4/1/05
0-500 hrs.	\$2.07

501-1000 hrs.	2.02
1001-1500 hrs.	1.97
1501-2000 hrs.	1.92
2001-2500 hrs.	1.87
2501-3000 hrs.	1.82
3001-3500 hrs.	1.77
3501-4000 hrs.	1.72

Section 2. In no case shall an Apprentice Machine Operator be reduced in rate when transferred to a Machine. His present rate will be retained until such time as it comes in line with the applicable schedule set forth above.

Section 3. All time spent operating glass forming machines and also in class relating to operating glass forming machines (with a maximum of two hundred (200) hours of credit during the apprenticeship), shall be credited toward an employee's apprenticeship with a minimum of four (4) hours per eight (8) hours shift and the Company will make its records of such time available to the Local Union or the particular apprentice as reasonably requested. All Local practices and procedures, in excess of those provided in this Section, shall remain in full force and effect during the term of the Contract.

Section 4. Apprentice Machine Operators transferred to the jurisdiction of this Contract and who are now members of the Union, shall immediately make application and transfer to the Operator's Local Union.

Section 5. The Company recognizes that better utilization of the working force can be attained if Apprentice Machine Operators are trained in the operating techniques of all types of machines in its respective plants, and agrees to furnish the opportunity for such training during the apprenticeship period.

Section 6. Any employee other than a Journeyman Machine Operator or Upkeepman while operating a machine shall receive the appropriate apprentice rate or his own rate, whichever is higher, and will be credited with all time operating a machine toward his apprenticeship.

ARTICLE 41

Wages of Journeyman Machine Operators

Sections 1: The hourly job rates of Journeymen Machine Operators, as skilled employees, shall be as follows:

Machine Type		Effective 12:01 AM 4/1/05	Effective 12:01 AM 4/1/06	Effective 12:01 AM 4/1/07
Cavities				
IS-6	Single	\$19.26	\$19.66	\$20.06

	Double	\$19.66	\$20.06	\$20.46
	Double*	\$19.72	\$20.12	\$20.52
	F&M Double	\$19.86	\$20.26	\$20.66
	Double DX	\$20.05	\$20.45	\$20.85
	Triple	\$20.05	\$20.45	\$20.85
	F&M Triple**	\$20.27	\$20.67	\$21.07
IS-8	Single	\$19.53	\$19.93	\$20.33
	Double	\$19.88	\$20.28	\$20.68
	Double*	\$19.94	\$20.34	\$20.74
	F&M Double	\$20.08	\$20.48	\$20.88
	Double DX	\$20.29	\$20.69	\$21.09
	Triple	\$20.29	\$20.69	\$21.09
	F&M Triple**	\$20.51	\$20.91	\$21.31
IS-10	Single	\$19.71	\$20.11	\$20.51
	Double	\$20.06	\$20.46	\$20.86
	Double*	\$20.12	\$20.52	\$20.92
	F&M Double	\$20.26	\$20.66	\$21.06
	Double DX	\$20.47	\$20.87	\$21.27
	Triple	\$20.47	\$20.87	\$21.27
	F&M Triple**	\$20.69	\$21.09	\$21.49
	Quad	\$21.08	\$21.48	\$21.88
IS-12	Triple	\$20.91	\$21.31	\$21.71
	F&M Triple**	\$20.95	\$21.35	\$21.75
	Quad	\$21.34	\$21.74	\$22.14

IS-16 section will be treated as two (2) eight (8) sections in accordance with section 2 of this article.

IS-20 section will be treated as two (2) ten (10) sections in accordance with section 2 of this article.

* The Double * rate applies when running jobs with the specifications as defined in the settlement of expanded center grievance of 1969.

When either a Journeyman Machine Operator or an Apprentice Machine Operator is operating an electronically timed machine, his rate will be increased five cents (\$.05) per hour over the job rates set forth in the above schedule.

The IS-8 Triple 9 1/4" center distance machine will be paid at the IS-10 F Triple rate.

The IS-10 F Triple 9 1/4" center distance machine will be paid at a rate eighteen cents (\$.18) above the IS-10 F Triple rate.

At the Lawrenceburg, and Elmira plants four cents (\$.04) will be added to all machine rates for the Cost-of-Living adjustment.

* Machines so noted with an asterisk (*) will be advanced one (1) rate group when producing ware of the following dimensions or greater.

Wide Mouth:

Height 8 1/8" under the finish, or Body dimension 3 1/2" in diameter (the major axis width).

Narrow Neck:

Height 10 1/8" under the finish, or Body dimension 3 1/2" in diameter (the major axis width).

"DX" means double gob expanded center with 5-inch or greater centers, including machines using conversion equipment to achieve 5-inch or greater centers.

****The Triple**** applies when running ware that can be run on a Hartford F Triple machine which cannot be run on a standard (6 inch center) Maul triple machine such as those currently in operation in the Company on the effective date of this Contract.

The Triple^{***} rate also applies if the standard (6 inch center) Maul triple machine is modified to achieve the Hartford F Triple machine capabilities.

If a machine is running with one (1) or more sections or heads shutdown or an orifice closed off the rate of pay shall be that listed in the Contract for the type of machine involved prior to shutting a section or sections down or closing an orifice.

When an IS single runs gallons single gob, it shall be advanced one (1) rate level within that machine type. When any IS machine runs half gallons, or 1.50 liter, double gob, it shall be advanced one (1) rate level within that machine type. When any IS machine runs the three liter or larger, it shall be advanced one rate level. When the 8 or 10 section machine runs the 3 liter or larger, it shall be advanced two (2) rate levels within that machine type.

The current machines on Shops 11, 12 and 21 in Shakopee will be red circled at the Double DX rate for the term of this Contract.

Section 2. The above job rates will be paid when a Journeymen Machine Operator is assigned to operate any listed machine. A Journeyman Machine Operator and an Apprentice Machine Operator will be assigned to operate twin machines running multiple gob. The Job rate of the Journeyman Machine Operator will be the machine rate applicable to that portion of the twin machine which he is operating and the Apprentice Machine Operator shall receive the appropriate apprentice rate.

Section 3. The above grouping of machines is for the purpose of establishing rates of pay only. A Journeyman Machine Operator will receive the rate for the machine that he is operating. Machine assignments shall be made by management.

Section 4. New glass forming machine types including the ribbon process machines or glass forming machine types listed in this Article, the workload of which is measurably changed, shall be placed into their logical group by the Company, after notification to the International President of the Union by the Director of Labor Relations of the Company.

Any disputes regarding the proper grouping of either new glass forming machine types which have been in commercial production for a ninety (90) day trial period including the ribbon process machines or glass forming machine types on which there has been a measurable change in workload shall be referred to the Grievance Procedure. If not resolved there, it shall be referred to arbitration. No grievance may be filed on any new glass forming machine during the ninety (90) day trial period. Any monetary settlement of such disputes shall be retroactive to the date the grievance was filed.

Section 5. Journeymen Machine Operators who have the capacity and physical fitness to expand their ability to operate various types of machines will be given on-the-job training on the various types of machines in their respective plants.

The suggestions and recommendations set forth in the Journeymen Machine Operator On-The-Job Training Program proposed by the National Glass Container Labor Management Committee are a guide which the Company is urged to follow in developing On-The-Job Training Programs.

Section 6. A Journeyman Operator, Machine Repairman or Feeder reduced to work in a job classification such as floorperson, sweeper, spareperson, utility person or oiler will receive seventy-five cents (\$.75) per hour above the rate of such lower paid classification.

However, a Journeyman Operator, who is transferred to a higher rated job for assignment and/or relief will receive the higher rate for the remainder of the shift if such assignment and/or relief is more than thirty (30) minutes.

Any employee reduced to a lower rated job during tank repair shall receive the rate of the job on which he was working immediately preceding the tank repair. This shall only apply to those employees who continue to work in the Forming Department on IS related work including feeder work unless the work to be performed falls under other jurisdictional practices. This will not result in any employee receiving a higher rate of pay during this period except in those plants where a practice of providing a higher rate exists.

ARTICLE 42
Wages of Machine Upkeep, Machine Repair,
Feedermen and Group Leader

Section 1. Effective April 1, 2005, and during the term of this Contract, the base hourly wage rates of Machine Upkeep Men shall be not less than one dollar and fifteen cents (\$1.15) above the highest machine in the plant he is working.

Section 2. Effective April 1, 2005, and during the term of this Contract, the base hourly wage rates of Machine Repairmen and Feedermen shall be not less than one dollar and fifteen cents (\$1.15) above the highest rated machine at the plant at which they are working. Those plants that presently provide higher rates than that provided in this Section shall continue those practices during the duration of this Contract.

Section 3. Effective April 1, 2005, and during the term of this Contract, the base hourly wage rates of Group Leader, Group Leader Feederman, Group Leader Machine Repair, Group Leader Upkeep and Set-up Man shall be not less than fifty cents (\$.50) above the highest Upkeepman rate paid at the plant at which they are working. Those plants that presently provide higher rates than that provided in this Section shall continue those practices during the duration of this Contract.

Except for Plant 14, the Machine Repairmen and Feedermen (or any combination thereof) will be removed from the Job Evaluation Plan and receive the appropriate rate listed under Section 2 and/or Section 3 of this Article. Except for Plant 14, the Machine Repairmen and Feedermen (or any combination thereof) will be bid and selected from employees in the Machine Upkeepman, and/or Journeyman Operator job classifications in accordance with the Job Posting Rules of the respective AMD supplements. It is understood that if there are no applicants bidding from the Machine Upkeepman, and/or the Journeyman Operator job classifications, and a Apprentice Machine Operator is the successful bidder, such Apprentice Machine Operator will be slotted under the Apprentice progression schedule in accordance with Article 40.

In Plant 14, where the Machine Repairman and Feederman job is bid under both the AMD and the P&M Contracts, the Apprentice Machine Operator progression schedule, under Article 40, shall apply when the successful bidder is not from the Machine Upkeepman, Journeyman Operator, and Apprentice Machine Operator Job classifications.

However, no employee will be reduced in rate, when transferred to the job of Machine Repairman and/or Feederman.

All employees working under the Apprentice Machine Operator progression schedule shall be entitled to receive incentive in accordance with Article 28 of the AMD Contract.

ARTICLE 43

Wages of Other Job Classifications

Section 1. Effective 12:01 AM, April 1, **2005** the base hourly wage rate of skilled job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeepmen shall be increased **three percent (3%) per hour**.

Jobs not paid off machine: Local 65 - Winchester, as skilled workers cold end Mechanics and/or Machinist. Local 104 - Elmira, Machinist in Machine Repair Department.

Effective 12:01 AM, April 1, **2005**, the base hourly wage rates of **non-skilled** jobs will be increased **three percent (3%) per hour**.

Section 2. Effective 12:01 AM, April 1, **2006**, all base hourly wage rates will be increased **three percent (3%) per hour**.

Section 3. Effective 12:01 AM April 1, **2007**, all base hourly wage rates will be increased **two and one-half percent (2.5%) per hour**.

Section 4. Effective 12:01 AM, April 1, **2005**, the wage rates of all employees in all job classifications **previously referred as being** under the jurisdiction of this Contract who are covered by the Uniform Wage Structure and Job Evaluation Plan of the Company shall be as indicated on Schedule "A" attached hereto and made a part hereof.

ARTICLE 44

Leave of Absence

Section 1. Seniority shall accumulate while an employee is on leave of absence provided he returns to his job as soon as he is able to do so.

Section 2. In the event an employee adopts a child, the employee shall be granted a leave of absence if required by the State Approved Adoption Agency not to exceed twelve (12) months, provided the employee's spouse is unable to meet the same State Agency requirements: Seniority shall accumulate during this leave of absence and upon return to work, the employee shall be assured of a job in accordance with seniority and qualifications.

Section 3. The Company is aware that on occasions there will be requests for personal leaves of absence. Each request will be considered according to the merits of each case, and will not be unreasonably denied by the Company. A request for such leave shall be made in writing to the employee's Personnel Director for approval. Leaves of absence shall be granted in writing with a copy to the Business Committee of the Local setting forth in general terms the reason for such leave. The length of time granted in each case will be determined upon the circumstances involved in each request. Any

emergency request for extensions of personal leaves of absence must be directed to the Personnel Director and notification shall be given to the Business Committee of such request.

All requests and approval of extensions must be made prior to the expiration date of the original leave of absence. Seniority shall accumulate during a granted personal leave of absence.

Section 4. No employee shall accept other employment during a leave of absence without the written consent of the Company.

Section 5. The Company agrees to place to work immediately an employee who is properly returning from an approved leave of absence. If this return necessitates that an employee be laid off, the returning employee is required to give two (2) days notice.

Section 6. Employees will not be required to use vacation time before being entitled to a leave of absence under this Contract for medical emergency or personal hardship.

Section 7. Family and Medical Leave Act – the parties will cooperate in complying with the Family and Medical Leave Act to the extent mandated by such Act. It is understood that leave taken in accordance with the Family and Medical Leave Act is separate and distinct from, and will not be combined with or offset by holidays or vacation.

ARTICLE 45 Combined Rate

The special combined rate shall be determined by using the highest base rate of pay on the last regularly scheduled workday increased by 20%. This special combined rate shall be used to calculate the rate of pay used to pay for all hours paid for, but not worked, for the following:

- Vacation
- Jury Duty/Tribal Court/Coroner's Inquest
- Holidays
- Funeral Leave
- Plant Closing/Severance Pay
- Designated Trainer

An employee injured on the job in accordance with Article 9, Section 9 of Premium Pay.

This special combined rate shall be used for the employees under the jurisdiction of this Contract who are covered under the Company's Forging Bonus Plan only.

ARTICLE 46
Wages of Designated Trainer

When the Company and the local designates by agreement and/or bidding an hourly employee to train employees in accordance with the formal Anchor Glass Apprentice Training Program, such Trainers shall receive fifty cents (\$.50) above his base hourly rate for all hours, once he has completed his training as a Trainer. Such payment will be considered for all purposes of Contract, such as premium pay, vacation, holidays, etc., but will not be considered in the application of article 42, Wages of Machine Upkeep, Machine Repair, Feedermen and Group Leader.

ARTICLE 47
Apprenticeship Program

The federally approved apprenticeship program currently in effect shall remain in effect throughout the term of this Contract along with its rules, regulations and apprenticeship committees.

ARTICLE 48
Cost-of-Living

Section 1. During the term of this Contract, annual cost-of-living increases will be made on April 1, 2006 on April 1, 2007 in accordance with the provisions of this Article.

Section 2. Cost-of-living increases, if any, will be added by using the Consumer's Price Index (1967 = 100, Urban Wage Earners and Clerical Workers (revised CPI-W). After the percentage limitations for increases set forth below have been met, the amount of any cost-of living increase will be one cent (\$.01) per hour increase for each .5 of a point rise in the Consumer's Price Index by using the dates as set forth in this Article.

(a) For the cost-of-living increase on April 1, 2006, the base for the twelve-month period (March, 2005 through February 2006) will be the index for February, 2005, as reported in March, 2005. There will be no increase on April 1, 2006, unless there has been a six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

(b) For the cost-of-living increase on April 1, 2007, the base for the second twelve-month period (March, 2006, through February, 2007) will be the index for February, 2006, and reported in March, 2006. There will be no increase on April 1, 2007, unless there has been a six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

Section 3. Any cost-of-living increase required under this Article will be paid on the standard hourly base rate required by this Contract and will be paid for all purposes.

ARTICLE 49 AMD

Labor Management Committee

Section 1. A Labor-Management Committee will be appointed consisting of the President of each Local Union covered by this Contract, and International Officer of the Union, the Vice President; Personnel of the Company and the Personnel Director of each plant covered by this Contract. The President of each merged Local Union covered by this Contract will designate one additional Local Union member to attend each meeting of the Committee.

Section 2. The Labor-Management Committee shall meet in the Spring of the year 2006 and in the Spring of the year 2007 at a location and date mutually agreeable to the Union and Company. The employee shall have the option of air or automobile travel. The Company will pay for coach transportation, mileage, taxi fare to and from airports and airport parking in keeping with the Travel Policy. In such cases, rather than the airfare, etc. set forth above, the Local Union representative will be paid, at the Company's discretion either mileage (@\$0.375 per mile) for the distance from his/her home to the location of the Labor Management Meeting or reimbursement for a rental car and gasoline. All other expenses will be borne appropriately by the Union and Company for their representatives. Each meeting shall be limited to a discussion of written agenda items prepared and agreed to thirty (30) days in advance by and between the Vice President, Human Resources of the Company and the International Officer of the Union who is a member of the Committee.

ARTICLE 50 AMD

Drug and Alcohol Testing Agreement

The Union and the Company have a strong commitment to provide a safe and secure workplace for all employees and to promote high standards of employee health and productivity. Because of this commitment, both the Union and the Company agree to this program of screening for use and/or abuse of alcohol or chemical substances in the workplace.

It is the purpose of this contractual provision to provide the procedure, which will be used for all testing for substance use/abuse by employees.

Section 1. The following provisions apply to employees, suspected by the Company, of being under the influence of drugs or alcohol while at work or on company property.

Section 2. If an employee appears, by virtue of his/her unusual conduct, to be under the influence of alcohol or drugs, the supervisor will secure a Shop Steward, Business Committee person, or other union official, on the shift, to observe the employee's actions/conduct and to represent the employee. If there is reasonable cause to believe that the employee is under the influence of alcohol or drugs, the supervisor and

the union representative will escort the employee to one of the plant offices for further investigation. The union representative shall be present during the investigation. If there is no union representative on the shift, then an elected union official will be secured for the purposes set forth in this Section.

Section 3. If, as a result of the investigation, the supervisor has reasonable cause to believe that the employee, due to the use/abuse of alcohol or chemical substances, is in a condition that is jeopardizing workplace safety or cannot perform his or her job because of on-the-job intoxication or impairment, the Plant Manager or Human Resource Manager or their designated representative will be secured. If the Plant Manager or Human Resource Manager or their designated representative, after meeting with the employee and the union representative, has reasonable cause to believe the employee is under the influence of alcohol or drugs, the employee will be required to submit to a screen for alcohol and/or drugs. In such case, both the employee and the union representative will be transported to the testing facility by the supervisor, Plant Manager, or Human Resource Manager or their designated representative.

If, in the above described situation, the Plant Manager or Human Resource Manager or their designated representative cannot be secured and there is reasonable cause to believe the employee is in a condition that is jeopardizing workplace safety or cannot perform his or her job because of on-the-job intoxication or impairment, the supervisor may send the employee home. In such case, the supervisor will make the necessary arrangements for the employee to be taken home.

The term "designated representative" as used in this Article is defined as individuals who have overall responsibility for the plant which precludes designating shift supervisors.

Section 4. The initial urine screen for suspected drug use will be an enzyme multiplied immunoassay test (EMIT) using the NIDA (DOT) Panel 5 for drug identification. The confirmatory test will be a Gas Chromatography Mass Spectrometry (GCMS) test. A confirmatory test will automatically be performed on any sample that is initially positive.

Section 5. The appropriate test for suspected alcohol use will be a Breathalyzer test. In order to verify the positive results of the initial Breathalyzer test, a second Breathalyzer test will be given fifteen minutes following the first test or, at the employee's request, a Blood Sample Confirmatory test will be performed. These tests will be performed at the Company's expense.

Section 6. Split samples will be taken for all tests referenced in Sections 4 and 5. The samples will be retained by the testing laboratory after being sealed and properly identified across the sealing material by the laboratory representative and initialed by the employee at the time of the taking of the samples. If requested, the sample will be split (and signed across the sealing material as set forth in the preceding sentence) and sent to a certified NIDA Laboratory, designated by the employee, which meets the criteria

providing for an appropriate chain of custody program, utilizes quality control methods, and who can assure confidentiality and accuracy of the results. The Company laboratory will meet the same criteria as outlined above. The laboratory selected by the Company will transmit the sample directly to the laboratory selected by the employee to protect the chain of custody. If requested, the employee will be supplied a listing of National Institute of Drug Abuse (NIDA) certified labs.

The employee will be reimbursed by the Company for the cost of any screen performed at his direction if the screening results are negative. The employee will sign a consent agreement authorizing the release of the results of the screen to the Company.

If the result of any test and/or screen of an employee is negative, the employee will be paid for all time lost as a result of the testing procedure, including time lost from work while awaiting the results of the test/screen.

Section 7. Any employee who is asked to submit to a screen for alcohol or drug abuse will sign a chain of custody release form (consent agreement) in accordance with NIDA guidelines.

The NIDA-certified laboratory performing the testing will provide test results to the Medical Review Officer (MRO). For negative results, the MRO will certify to the Company that the test was passed. For reported positive results, prior to making a final decision to certify that the test was failed, the MRO will give the employee an opportunity to discuss the test result.

Employees who have taken prescription drugs or have undergone medical or dental procedures should be prepared to produce evidence of a valid prescription or other medical information for review by the MRO in the event that positive result is received from the laboratory.

The MRO will review all medical records made available by the tested employee to determine if a confirmed positive test could have resulted from legally prescribed medication or a medical or dental procedure: if so, the test result would be reported as passed. If a medical explanation for a positive result is not found the MRO will certify that the test was positive and will notify the Company.

The Medical Review Officer (MRO) referred to in this Article must be a licensed medical physician.

Section 8. Refusal to submit or sign a consent agreement will be considered insubordination and the employee will be subject to the appropriate discipline.

Section 9. The Company will select a properly licensed and accredited testing facility certified by NIDA and follow testing procedures specified above to assure the most accurate results, maintain the chain of custody and quality control procedures, and assure maximum confidentiality.

Section 10. All screening and the results of any screen will be treated in a confidential manner and will be accomplished in a manner compatible with the employee's dignity. All employees who are tested will be given the results, from the testing laboratory, of their test in writing.

Section 11. Any employee found to be under the influence of alcohol in accordance with five (5) above, or who has evidence of illegal/illicit chemical substances or controlled substances in his system which would indicate abuse, will be offered the opportunity for rehabilitation. The appropriate medical authorities will determine the type of rehabilitation program. The Union and the Company will cooperate in establishing a list of appropriate medical authorities.

In those locations, which presently have an EAP, the EAP will be used instead of the above-mentioned medical authority.

Section 12. An employee may be suspended subject to termination if any one of the following occurs:

(a) The employee refuses the initial offer for rehabilitation.

(b) If for reasonable cause, the employee is found to be under the influence of alcohol in accordance with five (5) above or has the presence of illegal/illicit chemical substances, or controlled substances in his system, in accordance with six (6) above, the second time.

(c) The employee fails to comply with the requirement of the rehabilitation program.

Section 13. If an employee comes forward and admits that he has had a relapse, after having been rehabilitated, a clinical evaluation will be made to determine the medical facts. The EAP, or the appropriate medical authorities as set forth in this Article, will evaluate factors contributing to the relapse and then be responsible for developing the second treatment.

Section 14. Any dispute with respect to this Drug and Alcohol Program Agreement shall be subject to the grievance and arbitration procedure set forth in this Contract.

ARTICLE 51

Personal Premiums

Section 1. Machine, product, or other equipment premiums which are in excess of the job rates of employees covered by this Contract shall become "personal" premiums and apply only to employees who were regularly receiving such personal premiums.

Section 2. Should the Company discontinue such personal premiums it shall negotiate with the International Union and the Local Union, the buy-out method that should be used for discontinuing same. If the Company and the International Union and the Local Union are unable to agree upon the amount or method of buy-out, this matter shall be submitted to arbitration upon request of either party to this Contract.

Section 3. No new Personal Premium will be created during the term of this Contract unless it has been approved and signed by a Corporate Director of Labor Relations of the Company and an International Vice President of the Union or his designated representative.

ARTICLE 52

Subcontracting

Section 1. The Company agrees that it will not sublet contracts for maintenance, repair, and other work in and around the plants under this Contract if such work can be as satisfactorily and economically performed by bargaining unit employees, provided the Company has the facilities for doing the work and available trained personnel who can perform the work within the required time.

Section 2. The Company will train Production and Maintenance employees to perform their normal maintenance and repair work. The training will only be conducted when there is a need for the skills, and time is available and the work can be completed economically. The Company will determine when training will be conducted.

Section 3. The Company recognizes the Union's desire to retain all work that can be economically performed by its members. No journeyman/apprentices will be displaced or on lay off during any time that outside contractors are performing work at the Company's facility. When bargaining unit personnel are not trained in the skills needed to perform the work which would be subcontracted, then in such cases employees would be recalled from layoff on a one-for-one basis. In all other cases, there would be no one displaced or remaining on layoff prior to said subcontracting.

Section 4. When subcontractors are performing work normally performed by bargaining unit employees, those employees in the respective department(s) will be entitled to at least an equal amount of overtime hours of the work performed by the subcontractors.

Section 5. As a condition of contracting work, weekly or as necessary, the Department Head and the Local Union or designee will meet and review the **contemplated** plans for contracting out the work with the intent of giving primary consideration to **fully** utilizing the available services of Bargaining Unit employees. During this review, the Company shall furnish a description **in writing** of the work to be performed, the special equipment to be utilized and explain to the Local Union or designee the extent and available cost information for the job(s), the necessity for subcontracting the job(s) and **the time the job(s) are to be done**. If at the end of this review, the Company decides to contract the job(s), they will advise **in writing** the Local

Union or designee of the contractor to do the job. If the Company contracts out work, then the Company will review with the Local Union or designee the details of the contract.

Section 6. Any GMP members not based in the plant in which work is performed and are not employees of the Company shall be considered as subcontractors for purposes of this Article.

Section 7. Prior to GMP Travel Crews performing work at a facility, Management will meet in advance with the Local Union or designee to discuss the nature and scope of the work to be performed. The Company shall furnish a description of the work and equipment to be worked on and the time requirements of the project. The utilization of plant journeymen will also be discussed at that time. No journeyman/apprentices will be displaced or on layoff during any time that outside contractors are performing work at the Company's facility. When bargaining unit personnel are not trained in the skills needed to perform the work which would be subcontracted, then in such cases employees would be recalled from layoff on a one-for-one basis. In all other cases, there would be no one displaced or remaining on layoff prior to said subcontracting.

Contracting Out For Non-Maintenance Work

Prior to the Company employing or contracting out any work normally and customarily performed by employees from departments other than the Maintenance Department, the Company shall meet with the Local Union and provide it with a written explanation for its desire to contract the work out.

The Company will give primary consideration to the full utilization of services of bargaining unit employees and will not contract out work than can reasonably and as economically be performed by the department employees.

Section 8. Grievances arising over violations of this Article may be filed at Step 3 of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Article by Management or if the Arbitrator so determines, the employee or employees who would have performed the work will receive a reasonable award.

Schedule "A"

Wage Rate Groups

Labor Grades	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
2	15.578	16.056	16.477
3	15.671	16.151	16.575
4	15.769	16.252	16.678
5	15.857	16.342	16.771
6	15.970	16.459	16.890
7	16.032	16.523	16.956
8	16.135	16.629	17.064
9	16.238	16.735	17.173
10	16.346	16.846	17.287
11	16.439	16.942	17.385
12	16.578	17.085	17.532
13	16.691	17.202	17.652
14	16.830	17.345	17.798
15	16.954	17.472	17.929
16	17.077	17.599	18.059
17	17.206	17.732	18.195

East West Coast Differential Reflected In The Above Wage Rates

Skilled Wage Rates

<u>Job Classifications</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
Maintenance Mechanic	21.60	22.25	22.81
Machinist	21.60	22.25	22.81

SCHEDULE "A" AUTOMATIC MACHINE DEPARTMENT LIST OF MISCELLANEOUS JOB CLASSIFICATIONS – NON-INCENTIVE

<u>Plant Locations / LU#</u>	<u>Job Title</u>	<u>Labor Grade</u>
Shakopee, MN / 129	Machine Repair Helper	1
	Mold Cleaner/Polisher/Coater	7
Henryetta, OK / 48	Utility	6*
	Mold Polisher	7
	Parts Cleaner	7
Elmira, NY / 104	Oiler	6
	Mold Cleaner/Polisher Coater	7
	Dry Delivery Coater	8
	Machinist	(Journeyed)

Jacksonville, FL / 91	Janitor/Sweeper	7
Winchester, IN / 65	Utility	6
	Machine Shop	(Journeyed)
Lawrenceburg, IN / 42	Spare Oiler Day	6
	Utility	6
	Cleaner Polisher	7
Warner Robins, GA / 234	Utility	6
	Mold Polisher	7
Salem, NJ / 6	Utility	9

* This position is red circled for the present individual and the new employee will receive the assigned labor grade rate.

UNION SHOP CONTRACT
between
ANCHOR GLASS CONTAINER CORPORATION
Automatic Machine Department
Department
and the
GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC

On behalf of itself as the International Union as agent for and on behalf of its Local Unions covered by this Contract:

Frank J. Brandao, Sr.
International Vice President

Billy Webb,
Executive Officer

Randy J. Gould
Executive Officer

Sondra Powell
Executive Officer

Donald Seal
Executive Officer

Joseph Smathers, LU 6, Salem, NJ

Mike Block, LU 42, Lawewnceburg, IN

Jackie Fisher, LU 48, Henryetta, OK

Paul McCoy, LU 65, Winchester, IN
Walter Shallar, LU 91, Jacksonville, FL

Donald Brennan, LU 104, Elmira, NY

Larry Farrell, LU 129, Shakopee, MN

John Underwood, LU 234 Warner Robins, GA

UNION SHOP CONTRACT
between
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Automatic Machine Department
Department
and the
GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC

On behalf of Anchor Glass Container Corporation:

Benn Bell,
Manager Human Resources, Salem, NJ

Tom Krawiec,,
Manager Human Resources, Jacksonville, FL

Bill Bohlinger,
Manager Human Resources, Warner Robins, GA

Mike Whiting,
Manager Human Resources, Lawrenceburg, IN

David Emmo
Manager Human Resources, Elmira, NY

Gail Tabor
Manager Human Resources, Streator, IL

Lynn Owens,
Director Labor Relations

Monica Marselli,
Associate General Counsel

Mark J. Karrenbauer,
Vice President, Labor Relations

Signed this 1st day of April, 2005

**Letters of Understanding
2005 – 2008 Labor Contract Negotiations**

#	Subject
01	Accident & Sickness Benefit
02	Closed Plants Contract Terms
03	Drug & Alcohol Testing
04	Easter Sunday as Thirty-two (32) Hour Period
05	Filling of Vacancies
06	Job Post Procedure – AMD – Former Midland
07	Martin Luther King and Veterans Day Holiday Selection
08	Plant Closing Benefits – Elmira, Lawrenceburg and Streator
09	Plant Recreation / Glassco Committees
10	Posting of Bonus Information
11	Premium Pay Twenty-four (24) Hour Period
12	Prescription Safety Glasses
13	Probationary Period Application
14	Relief and Travel Time
15	Relief – Jurisdictional Plant #5 and 6
16	Religious Beliefs
17	Standard Operating Procedure
18	Summer College Vacation Relief
19	Subpoena
20	Transfer Jurisdiction of Work
21	Travel Policy
22	Vacation Pay In Lieu Of Vacation Time Off
23	Vacations - Streator CMR
24	Wage Progression Schedule Access
25	Weekly Disability Benefits
26	Winchester Apprentice Mechanics
27	Machine Repair Apprenticeship Program

Travel Policy

I. INTRODUCTION

SCOPE

This policy is applicable to all employees who incur travel, entertainment or other reimbursable expenses on behalf of the Company.

A. PURPOSE

Good business practices, as well as current laws, require that employees traveling on Company business account for expenses incurred.

This policy has been adopted in order to achieve reasonable, consistent and fair treatment of employees in the handling of travel and related business expenses. It is designed to assist employees in keeping the increasing cost of such expenses within reasonable limits. It also is intended to conform with Company accounting practices and requirements for substantiation of travel, entertainment and other reimbursable expenses to Federal Income Tax Regulations.

B. ADMINISTRATION

Responsibility and authority to implement and enforce this Policy is placed with each manager who has employees who incur reimbursable expenses. This responsibility includes effective communication of the Policy and any necessary related procedures to all personnel affected. The responsibility for interpretation of the provisions of the Policy will reside with the Vice President - Administration. Approval to deviate from the Policy can be given only by an appropriate vice president or officer. The immediate manager will be responsible for authorizing "prior approval" where necessary.

II. GENERAL

A. It is imperative that the Company maintain strong controls over these expenditures in order to control rising costs.

When formulating plans for a trip, please consider the following:

- 1.) Is the trip really necessary?
- 2.) Are the number of individuals traveling necessary?
- 3.) Will the benefits justify the expense?
- 4.) Does the monthly/annual budget support the expense?
- 5.) Have I considered all cost saving options?

Because of the climbing cost of travel and entertainment, if the answer to any one of the preceding four questions is "no," serious consideration should be given to less expensive alternatives. All employees and supervisors share a joint responsibility for the use of good business judgment in transacting the Company's business.

B. It is the Company's policy to reimburse employees for reasonable expenses which they may incur in the conduct of Company business. Such expenses include reasonable costs of travel, meals, lodging, telephone and similar expenses. Also included are entertainment expenses in connection with Company business.

It is recognized that the nature and amount of expense will vary with the objective of the employees' assignments and circumstances surrounding individual trips. Expenses incurred should be on a conservative basis. Effective control of expenses is a vitally important part of our business and very often determines the difference between profit and loss. This is a primary responsibility of everyone.

III. TRANSPORTATION GENERAL

A. The method of travel should be selected in the best interest of the Company, cost and time considered.

B. Employees should be mindful of costs and practice economy such as the utilization of round-trip tickets, "super saver" type airfares, special corporate discounts and corporate or convention rates at hotels and motels.

C. Travel reservations for airline tickets, rental cars and lodging will be made through the Corporate Travel Department or, when made during non-business hours, Travel Incorporated's toll free number. This is required in order for the Company to receive full advantage of any negotiated rates, fares and commissions.

IV. AIR TRAVEL

A. AIRLINE TICKETS

Paper tickets and Electronic tickets (etickets) are defined as tickets and should be handled in an identical manner regarding returns, cancellations, etc.

B. PROCEDURES

All commercial airline reservations will be made by the Corporate Travel Department. They have been instructed to obtain the lowest cost flight available according to your travel requirements. The hours of operation are 8:00 a.m. to 5:30 p.m. (Eastern Standard Time) Monday through Friday. Arrangements can be made either by phone or by mailing or faxing a Travel Reservation Form to the Travel Department. For enroute changes and cancellations, please call the Travel Department or call Travel Incorporated at 1-888-874-8390. When calling Travel Incorporated at the 800 number, always identify yourself as an Anchor Glass employee and advise if you need assistance in a new reservation, an existing reservation or a cancellation.

All air travel should be charged through the Travel Department. If an employee uses his corporate American Express Card, the charges will appear on his individual American Express invoice. They will not be centrally billed unless the reservation is made in the Travel Department. **FOR ALL CENTRALLY BILLED AIRLINE CHARGES, AN ADVICE OF TRAVEL FORM MUST BE COMPLETED WITHIN 48 HOURS OF THE EMPLOYEE'S RETURN, SIGNED BY THE EMPLOYEE'S SUPERVISOR, AND GIVEN TO THE APPROPRIATE DEPARTMENT SECRETARY RESPONSIBLE FOR RECONCILING THE AIRLINE CENTRAL BILL.**

All air travel will be made at the lowest applicable fare. The travel reservationists will search for alternate schedules that will result in a savings to Anchor Glass.

Any exceptions must be authorized by a vice president or manager for employees under their supervision when in their judgment the circumstances warrant such action. A standard report will be issued comparing the lowest cost fare to the actual cost of the fare incurred. This report will be reviewed on a regular basis by management.

AT NO TIME SHOULD PERSONAL PREFERENCES SUCH AS AIRLINE PREFERENCES OR FREQUENT FLYER MEMBERSHIPS INTERFERE WITH COST SAVING OPTIONS!

C. **ADVANCE PURCHASES**

Advance purchase of airline tickets usually results in a fare savings, and all employees are expected to utilize this option whenever possible.

D. **PENALTY FARES**

The use of Penalty or Super-Saver fares is a very effective cost reduction tool which should be used whenever possible. Since these tickets are usually either fully or partially non-refundable, when making your travel arrangements, be sure to ask your reservationist about all the rules, regulations and options available to you if your travel plans shed change.

E. **WAITLISTING**

If the lowest fare is not available at the time of booking; the travel reservationist will place the traveler on a waitlist for later confirmation. This information will appear on the itinerary and should also be monitored for clearance. It is imperative that you check for your waitlist clearance upon check-in, as this is the most common time for confirmation. Should this occur, always obtain a refund application copy for credit follow-up.

F. **UNUSED AIRLINE TICKETS**

Unused tickets or partial tickets should be considered the same as cash and returned to the Travel Department as soon as possible. It is to the benefit of Anchor Glass to return all tickets within the same week they were issued whenever possible. **Employee**

must still complete an Advice of Travel Form stating that the ticket was returned for credit.

G. TICKETS OBTAINED USING EMPLOYEE FREQUENT FLYER POINTS

Employees have the option of using their personal frequent flyer points to obtain an airline ticket for business travel. If this option is taken, the employee will be reimbursed for half the resulting savings to the Company. The amount reimbursed will be used on one-half of what the airline ticket would have cost Anchor Glass had the lowest fare available in the market been obtained. Any dispute over the low cost fare must be directed to and resolved by the Director in charge of the Travel Department before the reservation is made.

In order to obtain this 50% reimbursement (maximum of \$500.00), the employee must complete a Check Request Form, have it approved by his/her supervisor and the Travel Department, and forward to Corporate Distribution for the approval of the Director responsible for the Travel Department. The voucher copy of the ticket, the itinerary, and the Travel Department's quote for the lowest cost fare should be attached to the check request. (See attached Exhibit "E").

H. PERSONAL & BUSINESS TRAVEL MIX

The extension of a business trip to include personal trips is permissible providing;

- 1.) Prior authorization is obtained from immediate supervisor.
- 2.) No additional cost to Anchor Glass.
- 3.) Travel reservationist is advised at time of booking.

The employee must reimburse the Company for the difference between the cost of the whole trip (business and personal) and just the business portion of the trip.

V. PUBLIC TRANSPORTATION

A. This should be used whenever possible and economical in lieu of a rental car. Airport/hotel limousines, buses or taxicabs are often far more economical. These options should be considered to eliminate or decrease the number of car rental days.

VI. RENTAL CARS

A. POLICY

1. The Company shall pay the cost of car rentals for employees traveling on Company business whenever the use of public transportation (buses, taxicabs or other forms of mass transit) is uneconomical.
2. Midsize cars shall be used whenever possible.

3. Reservations for rental cars should be made through the Travel Department.
4. Rental of cars shall be made in the Company's name in order to take advantage of negotiated rates.
5. Payment to the rental agency by the employee shall be by a corporate or personal credit card, and reimbursement will be made through use of the Employee Expense Statement.

There will be no central billing for car rentals at the corporate office. However, central billing will be available for each of the plants for personnel who do not have a personal or corporate credit card. **EMPLOYEES WHO USE CAR RENTAL CENTRAL BILLING ARE REQUIRED TO SUBMIT THEIR RENTAL RECEIPT, ALONG WITH A COMPLETED ADVICE OF TRAVEL, TO THE APPROPRIATE PLANT COMPTROLLER SO THAT THE INVOICE CAN BE RECONCILED.**

6. Employees traveling together shall share the rental car.
7. Employees shall not purchase the "Collision Damage Waiver" section of the rental agreement. Charges for such coverage are not reimbursable because Anchor Glass carries insurance coverage for employees who rent cars for Company business.

B. EMPLOYEE RESPONSIBILITY

1. The employee shall;
 - a) Select the lowest cost rental agency which the Company has listed for service, identify himself as an Anchor Glass employee and give the AGCC corporate identification number. (The first choice should be Alamo and the second choice should be Hertz.)
 - b) Reserve a midsize car.
 - c) Examine the car in the presence of an agency representative for body damage.
 - d) If involved in an accident, file a report immediately and notify Corporate Risk Management.
 - e) Attach the rental agreement and credit card charge slip to the Employee Expense Statement for reimbursement. If the rental was charged to a plant's central bill, an Advice of Travel Form must be completed upon return from trip, signed by a supervisor and forwarded to the respective plant personnel responsible for the invoice reconciliation and payment.

2. When advance reservations are made, they should be through the Company travel agency. When using a local rental company, all arrangements should be made through the local agency.

3. Car rental agencies authorized by the Company for employee use change from time to time as rates change. Memos are sent to travel coordinators as changes occur. Local agencies shall be provided at plant areas and shall be used when possible.

VII. PRIVATELY OWNED AUTOMOBILES

A. POLICY

1. The Company allows use of privately owned automobiles when a direct benefit results.

2. The use of privately owned automobiles must be approved in advance by the employee's supervisor/general manager authorizing the travel and approving the expense statement.

3. The employee shall be reimbursed at the applicable mileage rate (currently **\$.375 per mile as of 04/01/2005**), plus tolls and parking fees. Proper documentation is required.

4. Auto mileage to the airport from an employee's residence and the return trip is not reimbursable if the mileage approximates the employee's normal commuting mileage. For example, Tampa employees who normally commute from Clearwater (40 miles per day) would not be eligible for reimbursement of mileage to go to the Tampa airport and return home since the airport is close to the office, and the commute to the office would have occurred had the trip to the airport not been necessary.

5. Should questions arise as to the correct mileage between points of departure and destination, the Rand McNally Mileage Guide shall be the final authority.

6. The mileage driven from and to locations shall be shown on the Employee Expense Statement for the appropriate day(s).

7. The Company shall not be responsible for loss or damage to the automobile or for traffic fines.

B. EMPLOYEE RESPONSIBILITY:

1. If involved in an accident, the employee shall file an accident report, if necessary, as soon as he returns to his home office.

2. The employee shall file for mileage reimbursement on the employee expense statement.

3. The employee shall be responsible for carrying property damage and liability insurance. Limits of such coverage are \$100,000/\$300,000 bodily injury and \$50,000 property damage. If an employee does not have sufficient coverage, his personal car should not be used for company business.

VIII. LODGING:

- A. Accommodations should be reserved at economical hotel/motel chains without frequent flyer consideration.
- B. Reservations for hotels should be made through the Travel Department.
- C. Room type must be the standard room. Suites are not reimbursable without prior approval.
- D. When business plans change and a reserved room reservation has been made, it is imperative that you cancel the reservation. When you are canceling direct, always obtain a cancellation number whenever possible or the name of the person to whom you are speaking, the date and time. When canceling through the Travel Department, they will provide you with a cancellation number that must be maintained for your records. If requested by the employee, hotel reservations will be guaranteed by the Travel Department. Hotel rooms will be guaranteed with the employee's Corporate American Express card or other personal credit card. If an employee's plans change and he does not cancel the reservation, a "no show" charge will appear on the employee's credit card invoice. **"NO SHOW" BILLS ARE NOT REIMBURSABLE!**
- E. Employees shall reserve accommodations at the authorized hotels or motels that offer Anchor Glass employee discounts. This information is available from the Travel Department. The obtaining of economical lodging rates will be the responsibility of each supervisor who must approve the expenses incurred.

IX. TRAVEL, BUSINESS AND ENTERTAINMENT EXPENSE REPORTING:

A. PURPOSE

To establish a uniform method for reporting authorized travel and related business expenses and to establish procedures for approval and reimbursement of these expenses.

B. POLICY

1. The following forms shall be used in conjunction with Company travel, business and entertainment reporting:
 - a) Employee Expense Statement (Exhibit "A")
 - b) Entertainment Record (Exhibit "B")
 - c) Request for Cash Advance (Exhibit "C")

d) Advice of Travel (Exhibit "D")

2. The Company will authorize and pay expenses incurred by employees carrying out assigned duties when the expenses are deemed normal and necessary. **A REASON FOR TRAVEL AND LIVING EXPENSE IS REQUIRED TO BE STATED ON ALL EXPENSE STATEMENTS.**
3. The amount of expenses may vary according to circumstances, and specific limits cannot be set.
4. Managers reviewing the Employee Expense Statements are responsible for determining validity of the expense. All expense statements must be approved and signed by the appropriate manager.
5. The Corporate Treasury Department is responsible for making an annual review of all Permanent Travel Advances. The status of these advances will be confirmed annually.
6. Employees must submit an Employee Expense Statement **NOT LATER THAN THE FIFTH BUSINESS DAY FOLLOWING RETURN FROM THE TRIP.** Reimbursement checks will be submitted to the employee within a reasonable timeframe following the submission of the completed expense report however, no later than the fifth business day after submission. When an employee is away from his home office on an extended trip in excess of one week, he must fill out an Employee Expense Statement, attach the necessary receipts and mail it to his home office weekly. The employee may choose to have the reimbursement check sent to his home office, field location or primary place of residence.
7. Employees involved in extended travel shall be allowed to return home up to twice per month at the discretion of the supervisor. Such travel must be in accordance with Section IV (Air Travel) of the Travel Policy regarding low cost fares. However, if the round trip costs of returning home and traveling back to the assignment location are less than the travel expenses (lodging, meals, transportation) of remaining at the job location, the supervisor may authorize a weekly return home.
8. Receipts are required for all transportation and lodging expenses. Receipts for direct-billed air travel must be attached to an Advice of Travel Form and submitted with the Employee Expense Statement for signature by the employee's immediate supervisor. The amounts of the direct billed charges must appear on the expense statement, either circled or in parenthesis, but these amounts should not be included in the total as the employee should not obtain reimbursement for charges which the Company will be paying directly.
9. Employee Expense Statements must show for each day the location, mode of travel to and from, and purpose of the trip.

10. Unless properly approved by the responsible manager, completed in detail, arithmetically correct and accompanied by the proper receipts, Employee Expense Statements will not be accepted.
11. Employee Expense Statements must be approved by the person at the next highest level of authority.
12. Employees shall submit original receipts (if possible) with the expense statements. Copies should be retained for personal records.

C. **TRAVEL EXPENSE**

1. The itinerary and method of travel must be shown on the Employee Expense Statement each day such travel occurs.
2. Leased or rental cars shall be used only when the number of persons using such transportation makes it economically advantageous or where other means of transportation are not available.
3. Air travel will not be charged on the employee's corporate American Express or other personal charge cards. All air travel will be charged through the Travel Department to a central billing account. Central billed charges for air travel should be circled or in parenthesis on the Employee Expense Statement, but not included in the total. The ticket receipt and a copy of the itinerary must be attached to an Advice of Travel Form and submitted to the appropriate department secretary responsible for reconciling the air central billing (BTA) invoice.
4. All rental cars will be paid for with either the employee's corporate American Express charge card or an employee's personal credit card. These charges should be submitted on an Employee Expense Statement and reimbursed. Central billing for rental cars is available only for plant personnel who do not have a Company or personal credit card. For car rental which is centrally billed to a plant, **an Advice of Travel must be completed within 48 hours after the trip and submitted to the appropriate Plant Administrative Leader.**
5. The personal use of rental cars for weekend side trips and excursions not related to business activities shall not be reimbursed.
6. Gas and oil purchases for rental cars must be supported by paid receipts attached to the Employee Expense Statement.
7. Employees using personal cars shall state on the Employee Expense Statement the name of any other employee passengers.
8. The Company shall allow taxi, bus and other mass transit charges when they are necessary to conduct Company business. (Airport limousine service should be used only

when mass transit is not available and then the charge on the expense statement must be initialed by the approving Manager).

9. The employee shall obtain a refund on any unused transportation tickets. Any tickets charged to the American Express central bill will be credited to the employee and reflected on the billing activity report.

D. AUTHORIZED MEAL EXPENSES

1. On most occasions, employees are to buy their own meals.

2. Meal expenses are generally permissible only when employees are out of town overnight on business. However, exceptions may be made with approval by the employee's supervisor if the employee is not away overnight, but returns to home area after 7:00 p.m. and/or has been out of town beyond eight hours.

3. Employees ordinarily are not to buy meals for other employees. On occasions when such entertainment is necessary, the highest-ranking employee should absorb the expense.

4. A maximum of **\$30.00** per day is allowed for **meal expenses**. Meal expenses in certain high cost areas (New York City, San Francisco, Chicago, etc.) may warrant exceptions, but the entry on the expense statement must be initialed by the approving manager.

5. The Company will allow the actual cost of meals in connection with meetings of industry, business or professional organizations of which the employee has been authorized to become a member.

6. Receipts are required for all meal expenditures which exceed **\$28.00 per meal**.

E. PERSONAL TELEPHONE EXPENSE

1. Personal telephone or FAX costs are reimbursable in emergency situations or because of a change in travel plans. Also, employees away overnight may make one personal telephone call home and should limit such calls to a reasonable period, because hotels/motels mark-up such calls exorbitantly.

2. If the employee is to remain in the field for five days or longer, the Company shall reimburse him/her for reasonable phone contact with his/her family.

3. An explanation shall be required for all telephone charges over \$5.00 per call for **any call non-work related**.

4. Company telephone "calling cards" shall be used whenever feasible.

F. **MISCELLANEOUS EXPENSES**

1. Miscellaneous expenses should be specifically identified and supported by a receipt.
2. Reasonable postage shall not require a receipt.

G. **UNAUTHORIZED EXPENSES**

1. Personal entertainment.
2. Premiums for air travel insurance (the **Company already provides a \$50,000 Accidental Death Policy when traveling on Company business**).
3. Personal services - barber or shoe shine.
4. Personal medical costs.
5. Reading material.
6. Repair or maintenance of personal effects.
7. Thefts, loss or damage to personal effects.
8. Repair of personal attire.
9. Dues, donations and subscriptions.
10. Traffic violations, fines and court costs.
11. Office equipment.
12. Expense of wife and family on trips (unless business related).
13. Gifts.
14. Laundry and valet - less than five days away from home unless the standard uniform service at the plant is not an option.
15. Personal telephone, telegraph and postage (except as noted on 10-E).
16. Radio or television rentals.
17. Movies on hotel bills.
18. Special room services.

19. Transportation to and from home to regular place of employment.
20. Unauthorized attendance at conventions, meetings and conferences.
21. Unexplained expenses.
22. Personal and rented automobile insurance.
23. No-show charges for guaranteed hotel reservations.
24. Auto mileage to airport from home and return trip (see Page 7).

H. **ALLOWABLE EXPENSES**

1. Airline fares.*
2. Bridge and toll roads.**
3. Bus fares.
4. Business conference and entertainment - when required by employee assignment.*
5. Checking baggage.
6. Cost of traveler's checks.*
7. Garage rent - overnight parking while away from home.
8. Laundry and valet - allowable after one week away from home.* Charges may be allowed for shorter periods when unusual conditions exist requiring frequent need for cleaning.
9. Meals including tips - requires receipt if over \$28.00 per day. (\$28.00 per day maximum for most travel locations).
10. Personal automobile usage limited to applicable mileage reimbursement rate (currently \$.375 per mile as of 04/01/05).
11. Porter.
12. Postage, telephone and telegraph for business reasons only*
13. Parking fees.**
14. Railroad fares.*
15. Rented automobiles - when justified by economy.*

16. Rooms - on trips away from home; also for meetings or conventions when authorized.*

17. Taxis - when common carrier and/or limousine service is not adequate.

* Receipt required.

** For Sales personnel, a receipt is required for all expenditures of \$25.00 or more, and also for all tolls and parking when the cumulative amount in either category is more than \$10.00 in any one day.

I. **CREDIT CARDS**

1. Only vice presidents may authorize Company credit cards for travel expenses (not including air travel) and telephone.

2. Company credit cards are restricted to employee business use only.

3. The employee corporate American Express charge card should not be used to charge air travel, but will still be used for restaurants, hotels, rental cars, etc. **Personal charges are not authorized on the corporate charge card.**

4. The employee may use personal credit cards, if necessary, but expense reporting must be supported with detail.

5. The employee's Company charge card may be revoked if misused.

J. **EMPLOYMENT INTERVIEWS**

1. The Company allows expenses for transportation, rooms, meals and similar expenses incurred by prospective employees in connection with the interview.

2. Prospective employees are to report their expenses on the Employee Expense Statement. Reimbursement will be made at the local plant or office.

K. **TRAVEL ADVANCES**

1. Travel advances shall mean cash or check advances received to make a specific business trip. It does not include the following:

a) Relocation advances - relocation information may be obtained from the Human Resource Department.

b) Permanent advances - information may be obtained from the Corporate Treasury Department.

2. Any advance issued to an employee must be signed by the employee prior to issuance.
3. Travel advances are to be issued and settled only at the place of employment. An employee working at any other plant or office cannot receive an advance at the place of visitation without the specific approval of his/her supervisor, the Plant Administrative Services Leader or the Human Resource Department.
4. Each request for an advance should list itinerary dates and bear the approval of the employee's immediate supervisor or next level supervisor.
5. All advances must be cleared **within 48 hours** of the employee's return.
6. There will be **no advances for trips of less than two working days**. Employees without Company-provided American Express cards can receive advances for trips of two or more working days. Employees with Company-provided American Express cards can receive advances for trips of five or more working days. Exceptions should be outlined in detail and approved by the next higher level of management above the approving supervisor.
7. The **maximum** advance amount shall be **\$50 per working day** or up to \$500 in total. Any complications or exceptions shall be detailed and approved by the next higher level of management above the approving supervisor.
8. Each advance must be cleared before obtaining a second advance. Again, exceptions and complications must be noted and approved by the next higher level of management above the approving supervisor. **EMPLOYEES WITH PERMANENT ADVANCES WILL NOT BE ALLOWED TO OBTAIN TRAVEL ADVANCES.**